

May 30, 1891.

## THE SOLICITORS' JOURNAL.

[Vol. 35.] 505

CHAS. THORPE,  
LAW COSTS DRAFTSMAN,  
ACCOUNTANT,  
AND  
PARTNERSHIP AGENT,  
9, JOHN STREET,  
ADEPHI, W.C.

C. T. has had twenty-five years' experience in the Preparation, Settlement, and Taxation of Costs of every description, and makes a special feature of working up neglected or complicated arrears. Remuneration regulated according to condition of entries and papers, and the nature of each particular case.

REFERENCES TO MANY LEADING TOWN AND COUNTRY FIRMS ON APPLICATION.

## THE ANGLO-ARGENTINE BANK, LIMITED.

AUTHORIZED CAPITAL, £1,000,000  
(With power to increase).

SUBSCRIBED, £500,000. PAID-UP, £250,000.  
RESERVE FUND, £10,000.

HEAD OFFICE: 15, NICHOLAS LANE, LONDON, E.C.

## Bankers:

BANK OF ENGLAND. MARTIN & CO.  
COMMERCIAL BANK OF SCOTLAND, LIMITED. LONDON AND BRANCHES.

Branches at Buenos Ayres and Monte Video.

Deposits received at the London Office for fixed periods, at rates of interest to be ascertained on application.

The present rates are 4½ per cent. for one year, 5 per cent. for two or three years.

Letters of Credit, Bills of Exchange, and Cable Transfers issued.

Bills payable in the Argentine Republic negotiated, advanced upon, or sent for collection.

EDWARD ARTHUR, Manager.

## LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED OVER HALF CENTURY.

10, FLEET STREET, LONDON.

FREE,  
SIMPLE,  
  
PERFECTED SYSTEM  
OF  
LIFE  
ASSURANCE.  
  
AND  
SECURE.

TOTAL ASSETS, £2,503,554.

## TRUSTEES.

The Right Hon. Lord HALSBURY, The Lord Chancellor.  
The Right Hon. Lord COLERIDGE, The Lord Chief Justice.  
The Hon. Mr. Justice KEKEWICH.  
Sir JAMES PARKER DEANE, Q.C., D.C.L.  
FREDERICK JOHN BLAKE, Esq.  
WILLIAM WILLIAMS, Esq.

## Cases Reported this Week.

*In the Solicitors' Journal.*

Boyce v. Gill	510	Gough and Others	494
Crump, Ex parte, Re Crump	511	Alliance Pure White Lead Syndicate v. MacIvor's Patents and Others	487
Guardians of Parish of Brighton v. Colman's Trade-Marks, In re	488	Dicido Pier Co., In re	486
Guardians of Strand Union v. Dobson v. Festi, Basini, & Co.	510	Fuentes's Trade-Marks, In re	489
Mangan v. The Metropolitan Electric Supply Co.	510	Heinemann & Co. v. Hale & Co.	485
Powell, Ex parte, Re Powell	511	Hoare v. Niblett	491

*In the Weekly Reporter.*

Agricultural Holdings (England) Act, 1883, In re, Gough and Others v.	512	Mainwaring, In re, Crawford v. Forshaw	494
Reg. v. Judge of the Halifax County Court and Bairdstone.	512	Reg. v. Judge of the Halifax County Court and Bairdstone.	492

## CONTENTS.

CURRENT TOPICS	505	LAW STUDENTS' JOURNAL	511
THE CONSTRUCTION OF THE WORDS "DIE WITHOUT HAVING BEEN MARRIED"	508	LEGAL NEWS	512
REVIEWS	509	COURT PAPERS	513
NEW ORDERS, &c.	509	WINDING UP NOTICES	516
LAW SOCIETIES	511	CREDITORS' NOTICES	517
		BANKRUPTCY NOTICES	518

## VOL. XXXV., No. 31.

## The Solicitors' Journal and Reporter.

LONDON, MAY 30, 1891.

## CURRENT TOPICS.

WE PRINT elsewhere new rules just issued under the Companies (Winding-up) Act, 1890. Their main scope is to regulate statements by liquidators under section 15 of the Act, and to deal with unclaimed funds and undistributed assets in the hands of the liquidator.

THERE APPEARS to be some difficulty in finding a vacant court for Mr. Justice VAUGHAN WILLIAMS in which to dispose of the chancery actions recently transferred to him. On the first day of the sittings he occupied Queen's Bench Court No. 1, on the second day he was sent to Queen's Bench Court No. 6, and on the third day to Probate Court No. 1. How this difficulty will be met when Sir C. P. BUTT returns to his duties remains to be seen.

SATURDAY, THE 30th of May, being appointed for commemoration of the Queen's birthday, none of the courts will sit. The custom of thus honouring the day has now come to be generally adopted. Formerly an order of the Lord Chancellor was the power necessary to give the judges a holiday on this anniversary, but now the rule, which was framed as permissive to meet the views of a few judges, has become acceptable to, and is acted on by, all the judges without exception.

THE NUMEROUS applications made during the Easter Sittings to Mr. Justice VAUGHAN WILLIAMS to postpone cases on the ground that the parties were not ready, had a valid excuse by reason of the short notice given of the transfer and the promptitude with which the learned judge took up the work; but having regard to the fact that the parties concerned in the actions comprised in the new transfer have had at least a week to prepare their cases for trial, no surprise can be occasioned by the reluctance of the learned judge to consent to a postponement on applications made now.

THE ANNUAL provincial meeting of the Incorporated Law Society will, as we have before stated, be held at Plymouth on the 25th and 26th of August. On Monday, August 24th, the Mayor of Plymouth will give a conversazione in the Guildhall to the members attending the meeting. On Tuesday the ordinary meeting of the members will be held, when the president will deliver his address and the reading and discussion of papers will be proceeded with. In the evening the president of the Plymouth Law Society will give an entertainment at the Promenade Pier Pavilion under the Hoe, music by the band of the Royal Marines. This will be an unusual and interesting feature in the programme. On Wednesday the reading and discussion of

papers will be continued, after which visits will be made to places of interest in or near the three towns. In the evening the members attending the meeting will dine together at the Guildhall. Excursions will probably be arranged for Thursday, the 27th of August, (1) to St. Michael's Mount, Marazion, Cornwall, by the invitation of Lord St. Levan, (2) to Princetown by train, across Dartmoor to Ashburton by coach, and back to Plymouth by train, (3) trips by steamer along the coast or up the Tamar or to the Eddystone. Each member will be entitled to take one lady to the mayor's reception, the president's entertainment, to the places of interest visited, and to the excursions.

THE STAMP DUTIES Management Bill consolidates the provisions contained in the Stamp Duties Management Act, 1870, and in some other older Acts. With the exception of a few alterations made in the criminal law, which it is not necessary to discuss in this place, the greater part of the Bill merely re-enacts the existing law in intelligible language. We venture to congratulate the Government draftsman on the skill with which he has accomplished his task. There is, however, one serious alteration in the existing law to which attention ought to be called. Under the existing law allowance for a spoilt stamp may be made in certain cases if the application is made within six months from certain events, which include (*inter alia*) "where the spoiled instrument has been sent abroad, within six months after it has been received back in any part of the United Kingdom." The Bill omits this provision. In the great bulk of cases a deed sent abroad for execution is not stamped till it has been received back in this country; so that, if the deed becomes useless, it is not stamped, and no expense in respect of stamp is incurred. But many cases occur, especially in relation to trust property, where it is found at the last moment, after a properly-stamped instrument has been executed by most of the parties, that one of the parties is abroad, and it has to be sent to him for execution. Suppose that, in this case, he declines to execute the deed, or that, for any other cause, the deed becomes useless, it appears to us that the time during which application may be made for allowance for a spoilt stamp ought to run from the time when the deed is received back in this country. We may point out that it sometimes happens that, on an emergency, a deed is sent for execution by a person abroad without its having been perused by his legal advisers, and it may happen that he may be unable to obtain proper legal advice in the country where he is, and that he may therefore decline to execute it. We have known in practice of a deed being sent for execution by a person living in an uncivilized country, where it was impossible for him to have access to an English lawyer, and where the only manner in which he could send it back to the nearest port for transmission to England was by caravan; so that it might easily happen that more than six months elapsed between the time of his executing it and the time of its being returned to this country, in which case, as the Bill stands, no allowance for a spoilt stamp could be granted.

THE PRACTICE under the Lunacy Act, 1890, can hardly be said to be yet quite settled, but as the masters in lunacy are very particular as to the title of petitions, summonses, and the like, we think that the following remarks may be found useful to practitioners. The schedule of forms annexed to the Rules in Lunacy of 1890 do not state that the proceedings are to be entitled "In the Matter of the Lunacy Act, 1890." As nearly all the lunacy jurisdiction is statutory, it would seem, upon principle, correct that proceedings should be entitled "In the Matter of the Act," and accordingly we believe proceedings have in several cases been so entitled. However, we believe we are correct in saying that the masters adhere strictly to the requirements in this particular, and object to proceedings being entitled "In the Matter of the Act." The title "In Lunacy" is all that is required. Further, the schedule to the rules gives specimens of the titles of proceedings so far as they relate to the lunatic himself—*e.g.*, "In the Matter of a Person of Unsound Mind," &c. The masters require the strictest accuracy in these titles. Thus, when a person has been once found a lunatic by inquisition the title will be, "In the Matter of

A. B., a Person of Unsound Mind"; before inquisition he will be called "A Person alleged to be of Unsound Mind." A person who is detained in an asylum without having been found lunatic by inquisition will be described as "A. B., a Person of Unsound Mind, not so found by Inquisition." A person not detained in an institution for lunatics, and not found a lunatic by inquisition, will be described in the first summons as "A. B., a Person alleged to be of Unsound Mind," if that is the case. Of course it may be desired to bring a person under the management and administrative sections of the Act without proving him insane. In this latter case the initial summons will be headed "In the Matter of A. B., a Person alleged to be, through Mental Infirmitry arising from Disease or Age, incapable of Managing his Affairs." The above examples do not profess to be exhaustive, but it is believed they illustrate the most usual cases occurring in practice. What we desire specially to direct the attention of solicitors to is that the titles must be given quite correctly, and that some care is necessary in doing this owing to the similarity of several of the cases. The point to be borne in mind is that a person is not to be spoken of as "of unsound mind" unless he has been treated as of unsound mind in some judicial proceeding. It is a curious circumstance that the only definition given of the word "lunatic" in the Act is "an idiot or person of unsound mind." This wide definition may lead to some confusion, as there are sections of the Act which only refer to lunatics so found by inquisition.

IT WILL have been noticed by those who have perused the Tithe Act, 1891, with any care that the 6th section provides that any rate to which tithe rent-charge is subject "shall be assessed on and may be recovered from" the parson or other tithe owner in the same way as from any occupying ratepayer, and, further, that "so much of any Act as authorizes any rate on tithe rent-charge to be assessed on or be recovered from the occupier of any lands out of which the tithe rent-charge issues is hereby repealed." A reference to the remarkable case of *Lamplugh v. Norton* (37 W. R. 422), decided upon the construction of 6 & 7 Will. 4, c. 71, ss. 69, 70, and 1 Vict. c. 69, s. 8, will shew how important is the change which has been effected by the Act of 1891. It was there distinctly held by the Court of Appeal that section 69 of 6 & 7 Will. 4, c. 71, which provides that "every tithe rent-charge shall be subject to all rates in like manner as the tithes commuted for such rent-charge have heretofore been subject," does not carry with it any implied liability on the tithe rent-charge owner to distress for unpaid rates on a tithe rent-charge, and Lord ESHER said that he could not even be sued for them. The only remedy of the rate collector was by distress upon the occupier of the land under section 70 of 6 & 7 Will. 4, c. 71, though "no doubt," as Lord ESHER pointed out, "that was a peculiar piece of legislation, to distrain upon a person who derives no benefit from the subject-matter in respect of which the rate is imposed." This peculiar piece of legislation has now been very properly swept from the statute book by subsection 1 of section 6 of the Act of 1891; and sub-section 2 goes on to provide that if the rate collector satisfies the county court that "he is unable to recover any rate from the owner of the tithe rent-charge, the court may order the owner of the lands to pay such tithe rent-charge to the collector until the amount of the rate, and any costs allowed by the court, are fully paid." So that whatever may have been the case before the Act, no parson will now be able to escape the payment of rates upon his tithe.

VERILY THE importance of an Act of Parliament is not to be estimated by its length. Here is the Lord Chancellor proposing to revolutionize the law of evidence in criminal cases by a Bill of thirty lines, including preamble and short title. There are only two clauses of any importance, and these run as follows:—

"1.—(1.) Every person charged with an offence, and the wife and husband, as the case may be, of the person so charged, shall be a competent witness on every hearing at every stage of such charge, and whether the person so charged is charged or arraigned solely or jointly with another or others.

"(2.) Provided that no person so charged shall be compellable to be a witness on any such hearing, nor shall such wife or husband be an

admissible witness on any such hearing, without the consent of the person so charged, unless so compellable heretofore.

"(3.) Provided also, that nothing in this Act shall qualify or affect the law as to the competency of witnesses, nor the rules of evidence except as herein expressly enacted.

"(4.) Provided also, that no person so charged, being a witness on any hearing of such charge, shall have the right to refuse to answer any question on the ground that it would tend to criminate him or her as to the offence charged.

"2. A person called as a witness in pursuance of this Act shall not be asked, and if asked shall not be required to answer, any questions tending to shew that any defendant has committed or been convicted of any offence other than that wherewith he is then charged, unless the proof that the defendant has committed such other offence is admissible evidence to shew that such defendant is guilty of the offence wherewith he is then charged, or unless such defendant has given evidence of good character."

The measure adopts in substance the provisions of a Bill of six clauses introduced by Lord BRAMWELL in 1887, and which itself combined certain of the provisions of two Bills introduced two years previously. We believe, however, that the last mentioned Bills, or one of them, intrusted to the court the power to protect the prisoner from answering criminalising questions. Lord BRAMWELL swept away this restriction, and the Lord Chancellor follows his guidance: the only limit to examination proposed being that contained in clause 2.

THE QUESTION of the expediency of the change has now become urgent, since the course of the debate in the House of Lords on Tuesday shews that the highest legal authorities are disposed to sanction it, subject, as to some of them, to the introduction of "safeguards." It must be admitted that the weight of authority is in favour of the alteration. No one can be better fitted by experience to judge whether it will conduce to the better administration of criminal law than the present Lord Chancellor; he mentioned that the late Mr. RUSSELL GURNEY was strongly in favour of the change, and to these authorities there are to be added Sir J. F. STEPHEN, and, according to the Lord Chancellor of Ireland, all the judges in that country. Moreover, apart from authority, there are some strong arguments in favour of the change. Recent legislation has introduced it with reference to certain classes of cases, with the result that glaring anomalies exist. As the Lord Chancellor said, in a case in which the gravest offence was imputed the accused might be called as a witness; but if he was charged with an assault with intent to commit the offence he could not be called. It is absurd that the right of a man to be called as a witness in his own behalf should depend on the form of the indictment. Again, it may be urged that in the classes of cases referred to the experiment has been tried without any disastrous results. We do not think, however, that any inference can be drawn from the operation of the change in a limited class of cases, in which, being opposed to the ordinary rule, it is necessarily carefully guarded by the judge against abuse, to its operation when it becomes the rule in all criminal trials. We confess, speaking with all deference, that we are not yet satisfied that the introduction of the change into the whole range of criminal law will conduce to the object in view—namely, the more complete ascertainment of the guilt or innocence of the prisoner, or that, even if it does, the price to be paid for the advantage may not prove to be too heavy. We prefer to cite the authority of Sir J. F. STEPHEN as to the probable results of the alteration proposed. In an article published by him in the *Nineteenth Century* in 1886, he admitted that, if the change was made, every accused person would have to swear his innocence or be taken to have admitted his guilt; that there would be a considerable increase of perjury, and not merely of perjury, but, in the case of wealthy and educated prisoners, of *successful perjury*. These persons will be so well advised upon the strong and weak points of their cases as to be able to lie in the witness-box with skill and effect. Again, the result will necessarily be to bring into increased use a device which Sir J. F. STEPHEN truly calls "one of the most dangerous tricks to public justice which can be played by persons accused of crime"—the trick, namely, of the prisoner's keeping back till the last moment some specious defence which there is no time to test. When these statements of the chief advocate of the alteration are considered, is it clear that it will conduce to the better ascertainment of the guilt or

innocence of the prisoner? Is it not more likely that it will make perjury as common in the criminal courts as in the Divorce Court, and make the question whether the perjury is or is not successful depend mainly on the intelligence of the prisoner himself, or on whether he has the means to obtain skilful advice? Here we come on what appears to us to be the gravest peril if the Bill should pass into law. It will probably be an advantage to the wealthy and educated prisoner; probably, also, to the habitual criminal, for whom a court of justice has no terror. But what about the ignorant and timid rustic, who finds himself for the first time in the dock, who is overwhelmed with shame and terror, and is unable to understand what statements are relevant to the case, or likely to be useful to him? Is it just that a man in this condition should be practically compelled to make a statement which will in all probability be unintelligible and worse than useless to him; that he should be subjected to cross-examination and badgered until he hardly knows what he is saying? Is not an innocent man under such circumstances certain to cut such a figure as to procure a conviction?

A DECISION of considerable interest, having regard to the old authorities, was given by CHITTY, J., recently in the case of *Re Robson* (*ante*, p. 480), where he held that a bequest of a desk with its contents included the *choses in action* represented by a cheque, a banker's deposit receipt, and other documents which were found in it. The old argument was that *choses in action*, since they had no locality, could not be bequeathed by reference to locality: *Moore v. Moore* (1 B. C. C. 126). And hence in *Fleming v. Brook* (1 Sch. & Lef. 318), where there was a bequest of "all my property of whatever nature or kind the same may be" in a particular house, it was held that this would not pass a mortgage, a bond, or bankers' receipts, though a different rule prevailed as to bank-notes, these being regarded as *quasi-cash*. The cases are shortly collected in the judgment of Lord LANGDALE, M.R., in *Marquis of Hertford v. Lord Lowther* (7 Beav. 1). At the same time, it may be doubted whether *choses in action* are to be regarded as having no locality whatever, since, though they may not be situate in a house simply because the documents which are the evidence of them are situate there, yet they may well be situate at the place where the persons from whom they are due reside, or where property is situate in connection with which they have arisen. Thus in *Earl of Tyrone v. Marquis of Waterford* (1 D. F. & J. 613) debts due to a testator in respect of collieries in Northumberland were held to pass under a devise of property in that county; and in *Guthrie v. Walrond* (22 Ch. D. 573) a bequest of all the testator's "estate and effects in Mauritius" was held to carry a debt due to him from persons residing there, though he himself was not domiciled there. In *Re Prater* (36 W. R. 561, 37 Ch. D. 481), however, COTTON, L.J., regarded these cases, not as shewing that *choses in action* might have a locality, but as resting on the consideration that there was in the wills a sufficient indication of intention to include under the description of property in a particular place that which really could not have any locality. Hence, under the circumstances of the case, a bequest of "half my property at Rothschild's bank" was held to include not only half the cash balance, but also half the shares the certificates of which were deposited there. On this view of the matter it was possible for CHITTY, J., in *Re Robson* to give a decision which appears to be irreconcilable with the early decisions. If it is simply a question of whether *choses in action* can have locality, then a description of them as contained in a desk could certainly define them no better than a reference to them as contained in a house. On the other hand, if it is to be treated purely as a question of the testator's intention, then it is more likely that he intended to give the property the evidence of which is contained in a small, definite article like a desk than all the *choses in action* which may happen, at the time of his death, to be contained in a house. And this is illustrated by *Fleming v. Brook* (*supra*), where it was proved that the mortgage deed was in the house by mere accident, having been merely brought from the country for the purpose of registration.

for the amendment of the Mortmain and Charitable Uses Act, 1888, will, if it becomes law, effect a much needed reform. It consists of six clauses, but the substance of it is contained in clauses 3, 4, and 5. Clause 3 is intended to abolish all the subtleties arising out of the question whether particular forms of personal estate are so connected with land as to fall within the definition of impure personality. To the continual litigation which this distinction causes we recently called attention (*ante*, p. 390). Mr. COZENS-HARDY proposes that, for the purpose of the Mortmain Acts, the word "land" shall include tenements and hereditaments corporeal and incorporeal of any tenure, but not money secured on land or other personal estate arising from or connected with land. This of course would sweep away at once the whole doctrine of impure personality. But the Bill goes further than this, and would allow land to be devised for charitable uses, or personal estate to be bequeathed for the purchase of land for such uses, provided the land is not actually so held or so acquired. Thus clause 4 provides that, notwithstanding anything contained in the will to the contrary, the land must be sold within five years from the death of the testator, or such extended period as may be allowed by the court. And clause 5 gets over the difficulty caused by a direction that personal estate shall be laid out in land by the simple expedient of declaring this to be void, and enacting that the personal estate so left by will shall be held for the charitable uses as though no direction to purchase land had been given. This of course would still leave it necessary to comply with the statutory requirements where land is assured to charitable uses in the lifetime of the donor, and it is not perhaps clear why such land should be forfeited altogether by the death of the donor within twelve months, whereas, if he left it by his will, the proceeds of the sale would go to the charity. Moreover, some machinery would probably be required to secure the sale of the lands. As the Bill stands, it would be a matter of indifference to the heir whether the charity kept them or sold them. If, however, they were to revert to him in case of failure to sell, this difficulty would be effectually removed.

#### THE CONSTRUCTION OF THE WORDS "DIE WITHOUT HAVING BEEN MARRIED."

In the recent case of *Re Arden* (*ante*, p. 70) before STIRLING, J., this common phrase has once again come in question. When property is settled so as to go to the persons who would be the next of kin of a married woman on the supposition that she dies "without having been married," are the words to be taken literally so as to exclude persons who would not, had this really been the case, have come into existence, or can they, in accordance with what may be presumed to be the intention of the settlement, be regarded as simply excluding the husband and his representatives? There is a current of authority in favour of the latter view which the late Master of the Rolls, Sir GEORGE JESSEL, made a vigorous effort to stem, and as a matter of mere grammatical interpretation his reasoning cannot be refuted. The question arises, when the wife dies leaving a child or children to whom no appointment has been made and who are not expressly provided for by the settlement, Can they take as next of kin to their mother? Of course, if she had never been married she never could have had a child. This is plain enough, and Sir GEORGE JESSEL, disregarding the authorities, unhesitatingly accepted the conclusion that the children must be excluded. He considered that, on a question of construction, one court is not bound by the construction put upon a similar instrument by another court, unless some principle of construction is laid down, even though the words may be identically the same.

But an examination of the cases will shew that the matter does not admit of quite such easy treatment. The first is *Wilson v. Atkinson* (4 De G. J. & S. 455, 13 W. R. Ch. Dig. 77, reversing 33 Beav. 536). There, on the marriage of a widow who had an illegitimate daughter, funds belonging to her were settled on trust for her for life for her separate use, without power of anticipation, with remainder to her appointees by deed or will, and, in default of appointment, for her absolutely if she should survive her intended husband; but if she died in his lifetime

the fund was to be held in trust for the persons who would have been entitled under the Statute of Distribution if she had died intestate and without having been married. And it was declared that her illegitimate daughter should, for the purposes of that trust, be deemed to be her lawful child. The settlement contained no express provisions for children or issue. The marriage took place, and the wife died, leaving the husband, without appointment, and without lawful issue. The illegitimate daughter, not the wife's next of kin, was held entitled to the trust funds. The Lords Justices gave two reasons for their decision. One was special to the particular case, being that there was an express declaration as to the illegitimate daughter which was bound to have some meaning given to it; the other, that the words "next of kin" ought not to be construed so as to exclude a child—that is, that under a limitation like this a child may claim as statutory next of kin of the mother. However, Sir GEORGE JESSEL could see no principle at all adopted in this decision, and considered the case as one merely of construction.

Had it not been for this authority Lord, then Mr., Justice FRY stated that he would have had considerable difficulty in deciding *Re Ball's Trust* (27 W. R. 409, 11 Ch. D. 270) as he did; but he considered himself bound by the decision of the Court of Appeal in *Wilson v. Atkinson*, and held that in similar circumstances, where the wife died, leaving her husband and one child surviving, the trust fund ought to go to the child, although if the mother had never been married she could never have had a child capable of taking. So, again, a few months later, in *Upton v. Brown* (28 W. R. 38, 12 Ch. D. 872), the same judge expressed his opinion that *Wilson v. Atkinson* was a decision that the ordinary words of limitation are introduced merely to exclude any husband of the wife, and not to exclude any persons who may be her descendants. The settlement in *Upton v. Brown* was made upon the second marriage of a widow of her property, a life estate for her separate use being given to the wife, followed by an estate to the husband for his life, or until his bankruptcy. Provision was then made for the children of the marriage, and a son of the wife's former marriage. And it was declared that if the son of the former marriage should die under twenty-one, and if there should be no child of the marriage who should attain twenty-one or marry under that age, then, subject and without prejudice to the trusts before declared, and after the death of the husband and of the son of the former marriage under twenty-one, and the default or failure of children of the marriage, "which shall last happen," the trustees should hold the property, if the wife should survive the husband, in trust for her absolutely, but, if the husband should survive the wife, then in trust for such persons as the wife should by will appoint, and, subject thereto, in trust for her next of kin as if she had died intestate and "without having been married." The wife died first, without having exercised her power of appointment. There was no issue of the marriage. The son of the former marriage survived his mother, but died under twenty-one. Before the wife's death the husband had filed a liquidation petition. Under these circumstances FRY, J., held that the son of the former marriage was entitled to the trust fund, as being the sole next of kin of his mother. He could see nothing inconsistent in first giving a child an interest if he attains twenty-one, and then afterwards giving him an interest if he dies under twenty-one, contingently upon his mother's not making a will in favour of somebody else. It, said the judge, he had held that this child was excluded, he must equally have held that his children would have been excluded if he had married and had died under twenty-one leaving children, and he must equally have excluded the children of a third marriage of the mother, for whom the settlement made no express provision. Such considerations as these, which had influenced the previous decisions, moved him to admit the child of the marriage, as next of kin to his mother.

This was the current of authority which Sir GEORGE JESSEL tried to stem in *Emmins v. Bradford, Johnson v. Emmins* (28 W. R. 531, 13 Ch. D. 493). There, again, the settlement was made upon the marriage of a widow. It contained a recital that she had three children by her former marriage, but there was no other reference to such children. The trust property was settled, in the events which happened, in trust, subject to the life interest of

the wife, for the persons who would have been entitled thereto if she had died possessed thereof "without ever having been married." It will be noticed that the stereotyped phrase was in this case strengthened by the addition of the word "ever," but no special stress was laid upon this word in the judgment of the Master of the Rolls. The wife died leaving the three children of her former marriage surviving, and it was held that the trust property went to the persons who would have been entitled to it if she had died a spinster. To the mind of Sir GEORGE JESSEL a woman who dies "without ever having been married" meant a woman who dies without having had a husband. Plainer words, or words that are less ambiguous, he said, could not have been used, and he cited from the judgment of Lord CRANWORTH in *Clarke v. Colls* (9 H. L. Cas., at p. 612) to shew how naturally the latter introduced the expression "without ever having been married" as the proper English phrase to express the idea of the death of a woman who had never had a husband. Hence, on the ground that the words were free from ambiguity, and that there was no context whatever to control them, he decided that the wife's children were of no kin to her for the purposes of the settlement.

But in *Re Arden's Settlement* (*supra*) Mr. Justice STIRLING has returned to the older authorities. Here certain funds were settled on trust for B., the intended wife, for life, with remainder in trust for A., the husband, for life, with remainder to the children of the marriage, with an ultimate trust, in the event of no children becoming entitled, in favour of the persons who would have been the next of kin of B. if she had died "intestate and without having been married." There was no issue of the marriage and the husband died first. Thereupon B. married C., and by this second marriage she had three children. Upon her death the question arose whether these children were excluded from the trust in favour of the next of kin. According to the strict meaning of the words no doubt they were, and it would have been easy to follow the example of JESSEL, M.R., and to regard the matter purely as one of grammar. But the previous decisions shew a recognition of the peculiar character of the words quite sufficient to justify a different treatment of them, and are more in accordance with the probable wishes of the author of the will or settlement in which they occur. As was pointed out in *Upton v. Brown* (*supra*), their object is simply to exclude the husband and his representatives, and when this has been done there is no need to carry the fiction of non-marriage further so as to exclude children. It would be going too far, perhaps, to contend that the words are entitled to be treated as words of art, but, as the decisions shew, they may be taken to be used for a definite purpose, and are hardly, therefore, to be tied down to their strict grammatical meaning. Acting upon this view, STIRLING, J., declined to accept the reasoning in *Emmins v. Bradford*, and held that the three children ought not to be excluded from the next of kin.

## REVIEWS.

### THE BILLS OF SALE ACTS.

THE BILLS OF SALE ACTS, 1878, 1882, AND 1890; WITH AN EPITOME OF THE LAW AS AFFECTED BY THOSE ACTS. By HERBERT REED, Barrister-at-Law. EIGHTH EDITION. Waterlow Brothers & Layton.

The best recommendation which the reviewer of a law book can give is that successive editions have been in constant use by him in practice, and have been found eminently convenient and trustworthy, and this we can say of Mr. Reed's book. The only change we would suggest is that the page at which each section of the Acts is annotated should be given in the margin of the full print of the Acts in the first part of the Appendix; and the only criticism we have to offer is as to the position in the consolidation of the Acts selected for section 1 of the Bills of Sale Act, 1890, between sections 9 and 10 of the Act of 1882; it seems to us that it should have followed section 3 of the Act of 1882. The recent decisions are well noted up to last Hilary Sittings, and the extremely useful precedents of "contested clauses" in the Appendix have been added to. We may add that the type, if sometimes small, is exceptionally clear. The book seems to us to be indispensable to the practitioner.

### BOOKS RECEIVED.

Commentaries on the Present Laws of England. By THOMAS

BRETT, B.A., LL.B., Barrister-at-Law. Second Edition. Two Volumes. William Clowes & Sons (Limited).

The Principles of Bankruptcy, with an Appendix, by RICHARD RINGWOOD, M.A., Barrister-at-Law. Fifth Edition. Stevens & Haynes.

The Bankruptcy Acts, 1883 and 1890; Time Table shewing Period within which every Act or Proceeding in Bankruptcy must be done or taken; also Analytical Index to the Bankruptcy Act and Rules, 1890. By GEORGE WREFORD, Senior Official Receiver in Bankruptcy, High Court of Justice. The Blackfriars Printers (Limited).

## NEW ORDERS, &c.

### THE COMPANIES (WINDING-UP) ACT, 1890.

### GENERAL RULES MADE PURSUANT TO SECTION 26 OF THE COMPANIES (WINDING-UP) ACT, 1890.

Statements by Liquidators to the Registrar of Joint Stock Companies under section 15 of the Companies (Winding-Up) Act, 1890.

1. [127.] *Times at which Liquidators statements are to be sent.*] The statements with respect to the proceedings in and position of a liquidation of a Company, the winding-up of which is not concluded within a year after its commencement, shall be sent twice in every year as follows:—

(1.) Where the winding-up commenced on or before the first day of April, 1890, and was not concluded before the 1st day of April, 1891, the first statement, brought down to the 31st day of March, 1891, or within such extended period as the Board of Trade, or (where the winding-up is by or subject to the supervision of the Court) as the Judge may in any particular case sanction, and the next statement, brought down to the 30th day of September, 1891, shall be sent within 30 days from that date.

(2.) Where the winding-up did not commence on or before the first day of April, 1890, the first statement, commencing at the date when a liquidator was first appointed and brought down to the end of 12 months from the commencement of the winding-up, shall be sent within 30 days from the expiration of such 12 months, or within such extended period as the Board of Trade may sanction.

(3.) The subsequent statements shall be sent at intervals of half a year, each statement being brought down to the end of the half year for which it is sent.

2. [127A.] *Regulations as to statements.*] (1.) Subject to the next succeeding Rule, Form No. 75, with such variations as circumstances may require, shall be used, and the directions specified in the Form shall (unless the Board of Trade otherwise direct) be observed in reference to every statement.

(2.) Every statement shall be sent in duplicate, and shall be verified by an affidavit in the Form No. 75A, with such variations as circumstances may require.

3. [127B.] *Liquidations commenced before April 1st, 1890.*] Where the winding up commenced on or before the first day of April, 1890, and was not concluded before the first day of April, 1891—

(1.) The first statement shall, unless the Board of Trade, on the application of the Liquidator, otherwise direct, commence at the date when a Liquidator was first appointed.

(2.) In any winding up in which the accounts of the liquidator have been passed in the chambers of a Judge of the Chancery Division of the High Court prior to the first day of January, 1891, and in any case in which it shall appear to the Board of Trade inexpedient to require a detailed statement of all the liquidator's receipts and payments on account of the Company, the statement may be sent in the form of such a summary of the Liquidator's accounts as the Board of Trade shall approve.

4. [127C.] *Affidavit of no receipts or payments.*] Where a Liquidator has not during any period for which a statement has to be sent received or paid any money on account of the Company, he shall at the period when he is required to transmit his statement, send to the Registrar of Joint Stock Companies an affidavit of no receipts or payments in the Form No. 75A.

### UNCLAIMED FUNDS AND UNDISTRIBUTED ASSETS IN THE HANDS OF THE LIQUIDATOR.

5. [127D.] *Payment of undistributed and unclaimed money into Companies Liquidation Account.*] (1.) All money in the hands or under the control of a Liquidator of a Company representing unclaimed dividends, which for six months from the date when the dividend became payable have remained in the hands or under the control of the Liquidator, shall forthwith, on the expiration of the six months, be paid into the Companies Liquidation Account.

(2.) All other money in the hands or under the control of the Liquidator of a Company, representing unclaimed or undistributed assets, which under sub-section 3 of section 15 of the Companies (Winding-up) Act, 1890, the Liquidator is to pay into the Companies Liquidation Account, shall be ascertained as on the date to which the statement of receipts and payments sent in to the Registrar of Joint Stock Companies is brought down, and the amount to be paid to the Companies Liquidation Account shall be the minimum balance of such money which the liquidator has had in his hands or under his control during the six months immediately preceding the date to which the statement is brought down, less such part (if any) thereof as the Board of Trade may authorize him to retain for the immediate purposes of the liquidation. Such amount shall be paid into the Companies Liquidation Account within 14 days from the date to which the statement of account is brought down.

6. [132A] *Application by Liquidator for money to be paid out.* Where the Liquidator requires to make payments out of money paid into the Bank of England, in pursuance of section 15 of the Companies (Winding-up) Act, 1890, either by way of distribution or in respect of the costs and expenses of the proceedings, he shall apply in such form and manner as the Board of Trade may direct, and the Board of Trade may thereupon either make an order for the payment out to him of the sum required to make such payments, or may direct cheques to be issued to him for transmission to the persons to whom the payments are to be made.

7. [130A] *Applications to the Court for enforcing accounts and getting in money.* Every application by the Board of Trade for the purpose of ascertaining and getting in money payable into the Bank of England pursuant to section 15 of the Companies (Winding-up) Act, 1890—

- (a.) Where the winding up is by or subject to the supervision of the High Court, shall be made to and dealt with by the Judge to whom the winding up is assigned, upon motion in accordance with the practice of the Chancery Division of the High Court relating to motions;
- (b.) Where the winding up is in the Stannaries Court, shall be made upon motion before the Vice-Warden;
- (c.) Where the winding up is in a Palatine Court or a County Court, shall be made to that Court;
- (d.) In other cases, shall be made to the Judge of the High Court who for the time being exercises the jurisdiction of the High Court in Bankruptcy, and in accordance with the practice which is observed in reference to applications by the Board of Trade under section 162 of the Bankruptcy Act, 1883.

8. *Repeal.* Rules 127 and 130, and Form No. 75 of the Companies (Winding-up) Rules, 1890, are annulled as from the date on which these Rules come into operation.

9. *Commencement, construction, and citation.* These Rules shall come into operation on the thirty-first day of May, 1891. They shall be construed with and deemed to form part of the Companies (Winding-up) Rules, 1890, and each of these Rules may be cited with reference to those Rules by the number in square brackets set against the Rule at the commencement thereof. The forms annexed to these Rules shall be deemed to form part of the forms annexed to the Companies (Winding-up) Rules, 1890, and each of the forms annexed to these Rules may be cited with reference to the forms annexed to the Companies (Winding-up) Rules, 1890, by the number placed at the head of the form.

(Signed) HALSBURY, C.

I concur.

M. E. HICKS-BEACH,  
President of the Board of Trade.

Dated the thirtieth day of April, 1891.

[A schedule of forms is added.]

## CASES OF THE WEEK.

### Court of Appeal.

**GUARDIANS OF PARISH OF BRIGHTON v. GUARDIANS OF STRAND UNION**—No. 1, 27th May.

**Poor Law—Settlement—Removal before 1876—Divided Parishes Act, 1876** (39 & 40 Vict. c. 61), ss. 34, 36.

This was an appeal from the decision of a divisional court (A. L. Smith and Grantham, J.J.) on a special case. By an order made in 1866 the pauper, Matilda Corbett, was removed from the Brighton parish to the Union of Shipston-on-Stour. In 1870 she returned to Brighton, and resided there in service till 1881 without receiving parish relief. In that year she went to reside in Paris, and did not acquire any subsequent settlement. In 1890 she became chargeable in the Strand Union, and an order was made for her removal to Brighton. The Brighton guardians appealed, on the ground that, under section 36 of the Divided Parishes Act, 1876, she was incapable of acquiring any settlement in Brighton. The court of quarter sessions dismissed the appeal, and their decision was upheld by

the Divisional Court. The Brighton guardians appealed. By section 34 of the Divided Parishes Act, 1876, a settlement may be acquired by three years' residence, and by section 36 "the provisions relating to settlement shall not apply to any pauper removed under any order of removal or without such order under the provision in that behalf contained in the Union Chargeability Act, 1865, before the passing of this Act, or in receipt of non-resident relief lawfully given, or in respect of whom any order of removal shall be pending at the passing of this Act."

The COURT (Lord Esher, M.R., and LOPES and KAY, L.J.J.) dismissed the appeal. Lord Esher, M.R., said that the question turned entirely on the construction of section 36 of the Divided Parishes Act, 1876. It was noticeable that the two previous sections referred to any "person," while in section 30 the words used were "any pauper." The Legislature must have used the different phrase intentionally, and in his opinion they had meant any person who at the time of the passing of the Act was a pauper, and so long only as he was a pauper. The words did not relate to a person who had been removed before the passing of the Act, but who at the time of the passing of the Act was not a pauper. Nor did they relate to a person who, although a pauper at the time of the passing of the Act, subsequently ceased to be a pauper; such a person could acquire a settlement under sections 34 and 35. In the present case there was no doubt that Matilda Corbett was not a pauper at the time of the passing of the Act. Section 36, therefore, had no application to her, and she was capable of acquiring, and had acquired, a settlement in Brighton by her residence there. LOPES and KAY, L.J.J., delivered judgment to the same effect.—COUNSEL, *Lunley Smith, Q.C., and Gore; Poland, Q.C., and Alexander Glen, SOLICITORS, Clarke & Calkin, for C. Somers Clarke, Brighton; J. C. Button & Co.*

**MANGAN v. THE METROPOLITAN ELECTRIC SUPPLY CO.**—No. 2, 27th May.

**PRACTICE—MODE OF TRIAL—JURY—DISCRETION OF JUDGE—ACTION IN CHANCERY DIVISION**—R. S. C., XXXVI., 2—10.

This action was brought in the Chancery Division, the plaintiff claiming an injunction to restrain the continuance of an alleged nuisance arising from noise produced by the working of electric machinery. He also claimed damages. The plaintiff applied for and obtained an interlocutory injunction to a limited extent, but a second application by him for an injunction was refused. The plaintiff afterwards applied by summons in chambers for an order that the action should be transferred to the Queen's Bench Division, and be tried with a special jury. On this summons North, J., made an order for transfer, and he refused a subsequent motion by the defendants to rescind the order.

The COURT (LINDLEY, BOWEN, and FRY, L.J.J.) affirmed the decision. LINDLEY, L.J., said that in substance the court was asked to order North, J., to try the action himself after he had come to the conclusion that it would be better tried with a jury. The action was an ordinary one for a nuisance, brought in the Chancery Division. By means of the two motions for an injunction the learned judge had acquired a knowledge of the case. The plaintiff originally selected the Chancery Division, but he afterwards thought a jury would be a better tribunal for the trial than a judge alone. North, J., transferred the action to the Queen's Bench Division, in order that it might be tried with a jury. This court was asked to set aside the order, on the ground that the learned judge, in exercising his discretion, had attached undue weight to the difficulty of assessing the damages. It was, however, obvious from his judgment that North, J., had not acted upon any general rule, but had fully considered the particular circumstances of the case. The Lord Justice did not think that this court could differ from him, or that it ought to differ, unless it thought that his order would amount to a miscarriage of justice. *Jenkins v. Bushby* (35 SOLICITORS' JOURNAL, 223; 1891, 1 Ch. 484), which had been relied on for the defendants, was a peculiar one. It was urged there that there would be a miscarriage of justice unless there could be a view of the property in question, and on this ground the Court of Appeal overruled the exercise of discretion by Stirling, J., and ordered a trial with a jury. It was true that rule 4 of order 50 enabled a judge to have a view of the property himself, but in that case this would have been practically impossible by reason of the distance of the *locus in quo* from the railway station, and the Court of Appeal thought it essential for the purposes of justice that there should be a view of the property. There was nothing of that kind in the present case. The appeal would be dismissed, but the costs would be reserved until after the trial. The defendants' counsel had expressed their willingness to accede to a suggestion of the court that the action should be referred to an official referee for trial, but the plaintiff's counsel had declined to consent to this. If the judge should come to the conclusion that the action ought to be referred, this might influence the court in deciding how the costs ought to be borne. BOWEN and FRY, L.J.J., concurred.—COUNSEL, *Napier Higgins, Q.C., and J. G. Butcher; Cozens-Hardy, Q.C., and Percy Gye. SOLICITORS, Bircham & Co.; Capel Cure & Bell.*

### High Court—Chancery Division.

**BOYCE v. GILL**—Kekewich, J., 26th May.

**PRACTICE—MOTION TO CONTINUE INTERIM ORDER—DISCHARGE OF THAT ORDER—NOTICE OF MOTION—COSTS**—R. S. C., LII., 3; LXX., 1.

On the 1st of May an order was made on the *ex parte* application of the plaintiffs that on the usual undertaking of the plaintiffs in damages the defendants should be restrained till the 8th of May or further order from obstructing a right of way. The plaintiffs gave notice of motion for the 8th of May for an injunction in similar terms, or in the alternative that the

*interim* order might be continued, but on that day and again on the 15th the matter stood over, the *interim* injunction being continued in the meantime and the defendants' right to object to that order being reserved. The motion now came on for hearing, and the question arose whether the *interim* order could be discharged without notice of motion for that purpose by the defendant.

KELEWICH, J., said that on the evidence the plaintiffs were entitled to an injunction till the trial or further order. But the whole of the facts had not been laid before the court on the *ex parte* application, so the order of the 1st of May must be discharged. It was better to discharge it than to let it drop, as by so doing possible questions of contempt for breach of it would be avoided. The question was whether the court could, on a motion to continue an order against the defendant, discharge that order when no express notice for the purpose had been given by the defendant. He had no doubt that the court could do so. Otherwise a defendant on a motion to renew an *interim* order would always have to give a cross notice of motion. Here the objection had been taken at the first opportunity, and the motion had stood over on those terms. The order had been improperly obtained and must be discharged, and the plaintiffs must pay the costs of it in any event. A fresh order would be granted in the same terms till the trial or further order. The plaintiffs must pay the costs of proving the facts which ought to have been stated in the first instance.—COUNSEL, Marten, Q.C., and Keary; Warmington, Q.C., and Curtis Price. SOLICITORS, Cheston & Sons; Spencer, Gibson, & Co.

### Bankruptcy Cases.

*Ex parte* POWELL, Re POWELL—Q. B. Div., 27th May.

BANKRUPTCY—ACT OF BANKRUPTCY—NON-COMPLIANCE WITH BANKRUPTCY NOTICE—PETITION BY ANOTHER CREDITOR—PAYMENT OF CREDITOR BY WHOM BANKRUPTCY NOTICE ISSUED—RIGHT TO RECEIVING ORDER—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (o).

An important question was raised in this case as to the right of one creditor to take advantage of the act of bankruptcy committed by a debtor in failing to comply with the requirements of a bankruptcy notice duly served on him by another creditor, where the debt of such creditor has been subsequently paid in full. On January 29, 1891, a bankruptcy notice was issued against the debtor by a creditor under section 4, sub-section 1 (g), of the Bankruptcy Act, 1883. The debtor did not comply with the requirements of this notice, and on March 4, 1891, a bankruptcy petition was presented against the debtor by the creditor. On the same day another petition, founded on the same act of bankruptcy, was presented against the debtor by the respondent to the present appeal. The debt of the creditor who had issued the bankruptcy notice was subsequently paid in full, and on April 13, 1891, his petition was dismissed, but on April 20, 1891, a receiving order was made against the debtor on the respondent's petition. The debtor now appealed, it being contended on his behalf that the question was decided by the case of *Ex parte Wier* (L. R. 6 Ch. App. 875), by which it was laid down that the act of bankruptcy by non-payment on a debtor's summons under the Bankruptcy Act, 1869, could be purged by payment before adjudication, and that in the present case there was, therefore, no act of bankruptcy on which a petition could be founded.

THE COURT (CAVE and CHARLES, JJ.) dismissed the appeal. CAVE, J., said that the Bankruptcy Act of 1883 had made such a difference in the position of a debtor who had committed an act of bankruptcy by non-compliance with the requirements of a bankruptcy notice as to render the rule laid down in *Ex parte Wier* inapplicable. For the first time the Act of 1883 had made this non-compliance with the summons an act of bankruptcy available by any creditor, and, that being so the moment the act of bankruptcy arose for the creditor to present a petition, it could not be said that that act of bankruptcy alone, of all those specified in section 4 of the Bankruptcy Act, 1883, could be put an end to by the debtor going and paying the creditor issuing the summons. So long as that creditor who issued the summons could alone found a petition upon it, the fact that he had received payment subsequent to the time limited in the summons was held to do away with the act of bankruptcy. The act of bankruptcy enured for the benefit of that creditor only, and if that creditor took the money from the bankrupt it would be wrong to say that he could do that and preserve his right to make the man bankrupt. But when any creditor could present a petition the matter was on a very different footing. CHARLES, J., concurred, and said that the case of *Ex parte Wier* had no application to an act of bankruptcy committed under the Bankruptcy Act, 1883. It had been decided under the Act of 1883 that where an act of bankruptcy was the failure to comply with the requirements of a bankruptcy notice, that act of bankruptcy could be taken advantage of by any creditor. That made all the difference between the act of bankruptcy now and an act of bankruptcy under the Act of 1869 in failing to comply with a debtor's summons.—COUNSEL, Radcliffe; F. C. Willis. SOLICITORS, F. Ridley, for A. W. Bodle, Swindon; Hamlin, Grammer, & Hamlin, for C. Dunn, Leeds.

*Ex parte* CRUMP, Re CRUMP—Q. B. Div., 26th May.

BANKRUPTCY—FINAL JUDGMENT—BANKRUPTCY NOTICE—JUDGMENT FOR COSTS—INCOMPLETE JUDGMENT—RULES OF SUPREME COURT, 1883, APPENDIX F, FORM 11—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (o).

This case raised an important point of practice. On November 29, 1890, an action claiming damages for an illegal distress was tried in the High Court, in which the debtor was the plaintiff, but judgment was given for the defendants in the action with costs. On December 2, 1890, the judg-

ment was drawn up in Form 11 of Appendix F of the Rules of the Supreme Court, 1883, which, after stating that the action had been tried, and that judgment had been ordered to be entered for the defendants with costs, proceeded: "It is this day adjudged that the defendants recover from the plaintiff their costs to be taxed.—The above costs have been taxed and allowed at £ as appears by a taxing officer's certificate dated the day of ." The latter portion of the judgment was not filled up, but an allocatur was subsequently obtained by which the costs were certified at £27, and on February 25, 1891, a bankruptcy notice under section 4, sub-section 1 (g), of the Bankruptcy Act, 1883, was issued against the debtor in respect of this sum, founded on the judgment. An objection was taken by the debtor to the notice, on the ground that the judgment was not one on which a bankruptcy notice could issue, it being contended that a judgment for costs was not complete until it had been made up in the proper way. A receiving order was, however, made against the debtor by the county court registrar, from which the debtor now appealed. On the hearing of the appeal Master Pollock attended at the request of the court, and informed the court that execution would not be allowed to issue on production of a judgment in such form and the allocatur, but that the practice was always to fill up the judgment first.

THE COURT (CAVE and CHARLES, JJ.) allowed the appeal. CAVE, J., said that it was clear that the practice was that the judgment should be filled up before execution could issue. That being so the court could only allow the appeal. The receiving order must be discharged and the petition dismissed with costs. CHARLES, J., concurred.—COUNSEL, Herbert Reed and Watts; H. Kisch. SOLICITORS, R. J. Webster; Kingsford, Dorman, & Co.

### LAW SOCIETIES.

#### LAW ASSOCIATION.

The following is the seventy-fourth report of the board of directors of the Law Association to the annual general court, held on Thursday, May 28, 1891, Mr. Sidney Smith in the chair:—

(1) The directors have the pleasure of submitting a report of their proceedings and the accounts for the past twelve months.

(2) The property of the association now consists of the following investments, viz.:—Consols (2½ per cent.), £2,480 11s. 9d.; India 3 per Cents., £4,162 18s. 6d.; India 3½ per Cents., £465 13s. 2d.; Great Indian Peninsular Railway Stock, £2,500; East Indian Railway Company (Annuity Class B), £6,837 10s.

(3) The income of the association for the year ending May, 1891, was as follows:—Dividends on the above investments, £1,198 16s. 2d.; annual subscriptions for the like period, £298 4s.; life subscriptions, £42; donations, £85 9s.; making the total income of the association £1,604 9s. 2d. for the year.

(4) Such income has been applied in the following manner:—£1,262 10s. distributed amongst thirty-four members' cases, and £150 amongst twenty-four non-members' cases, making the total relief granted £1,412 10s.

(5) The directors have the pleasure to report that they have received towards the funds of the association the following donations, viz.:—Mr. Charles Dod, £25; Mr. George Lewis Phipps Eyre, £10 10s.; Mr. Frederick Leigh Hutchins, £10 10s.; Mr. Charles Robert Rivington, £5 5s.; Mr. Henry Vincent Wing, £5; Mr. John Henville Hulbert, £5; Mr. Henry Rivington Hill, £3 3s.; and Mr. George Menzies Clements, £1 1s.

(6) The directors have to report with deep regret the deaths, during the past year, of the following members of the association:—Mr. James Anderson Rose, Mr. Edward Doyle, Mr. Rowland Nevitt Bennett, Sir William Richard Drake, Mr. Julian Roberts Church, Mr. William Grimwood Taylor, Mr. J. P. Martineau, Mr. H. Thorn, and Mr. G. M. Jull.

(7) By the regulations of the association, the president, vice-president, treasurers, directors, and auditors for the ensuing year are to be elected at the present meeting.

(8) The directors feel that, having regard to the highly beneficial operation of the association in the past, they may well urge upon the members the desirability of their making further personal efforts to promote its interests.

### LAW STUDENTS' JOURNAL.

#### INCORPORATED LAW SOCIETY.

##### PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 6th and 7th of May, 1891:—

Archer, William Edward	Chaston, Walter Alan
Bagshaw, William	Clark, Douglas Ariel
Baines, Ellis Eyton	Close, Charles Harold
Barnaud, Milford Percy	Cottier, Charles Edward
Blaker, Harry Rowsell	Cunningham, Francis Burdett
Booth, Ernest	Dauncey, Richard
Brown, Henry Pinder	Dean, Henry John
Brown, Robert	Dixon, Clive Fletcher
Bruce, Thomas Francis Hope	Drummond, Philip Maurice
Burnaby, John Frederic Sherard	Ellison, Charles Welldon
Butcher, Philip Webster	Ess, George
Cassidy, James	Francis, Percy Ollivant
Casswell, Thomas Hill	Garrard, George Frederick

May 30, 1891.

Glover, William Grey	Reeves, John
Guy, Alexander Granville Ferrers	Roberts, Alfred Ernest
Harrison, Herbert Basil	Roberts, Arthur Edward
Haymes, John	Robson, Fred William
Hicks, Thomas Arnold	Rose, William Hugh
Hill, Adrien Thomas Coke	Sherwin, Robert Walter
Holdsworth, Charles Stork	Simmons, Edward Coleman
James, George Fitzhugh Bush	Simpson, Francis Joseph
Jolly, Arthur Adams	Skeet, Fred William
Jones, Richard Evan	Smith, Percy Hazell
Jones, Thomas Latimer	Solomon, Albert Benjamin
Judson, Henry Darnton	Stenning, Edward Herbert
Judson, Joseph Edward	Stevens, Frank Herron
Key, Richard Blayney	Strang, Robert Charles Yuille
King, George Hall	Tanner, George Frederic
Knocker, Herbert Wheatley	Taylor, Domville Mascie
Lawrence, James Edward Garnous	Taylor, Frederick George
Leeds, Alfred William Henry	Thimbleby, Frank
Lewis, George Alec	Thomas, Daniell Howell Rowland
Lewis, Guy Granville	Thomas, Edmund Crewes
Lichtenstein, Edward Arthur La Trobe	Travers, Harold Paget
Lightly, Charles Alfred Morton	Troughton, Aubrey Gerald Albert
Lockett, William Jeffery	Walmsley, Arnold Brundson
Lodge, James William	Walpole, Stanley
Lord, David	Ward, Joseph William
McArdle, Bernard Vincent	Webster, Reginald
McLeod, Wilfred	Whittenbury, Reginald
Major, Henry Ernest	Wildey-Wright, Frank Jarvis Arnott
Mathias, Claude	Wilkinson, Horace King
Mathews, Guy	Willan, William Edward
May, William Edward Southcombe	Willett, Edward Reginald
Mills, William	Williams, Harold James
Mole, William Rupert	Williamson, Frank
Neale, Dennis	Wilson, Arthur Gerald
Newby, Charles James	Winser, Joseph Croydon
O'Brien, Lucius Frederic	Winter, Walter James
Preston, Cecil Evans	Wiseman, Arthur Ernest
Raikeas, Reginald Durie Napier	Withers, Alfred
Raine, George Edward	Wood, John Crewe
Reade, Henry Lister	Waller, Percy George
	Yates, George William Ross

## COUNCIL OF LEGAL EDUCATION.

At a general examination of students of the Inns of Court, held at Lincoln's-inn Hall, the Council of Legal Education awarded to Jacob A. J. De Villiers and Francis X. D'Souza, of the Middle Temple, studentships in Jurisprudence and Roman Law of 100 guineas, to continue for a period of two years; to John B. C. Stephen, Gray's-inn, and Clement A. M. Barlow, Middle Temple, studentships in Jurisprudence and Roman Law of 100 guineas for one year; and to Michael J. Farrelly, Middle Temple, the Barstow Law Scholarship.

The council have also awarded to the following students certificates that they have satisfactorily passed a public examination:—William G. & Beckett, Inner Temple; Mohammad Abdul Alim, Middle Temple; Zahid Ali Khan and Charles Bathurst, Inner Temple; Henry Beaumont, Middle Temple; Ernest E. Bennett and William E. Briggs, Lincoln's-inn; Frederick S. N. Bingley, Inner Temple; William J. Brown, Middle Temple; Francis J. Bryant, Lincoln's-inn; Horace G. Calthrop, Inner Temple; Reginald H. Calvert, Middle Temple; Daniel Chamier, Henry P. Chapman, and Nicholas G. L. Child, Inner Temple; Herbert E. Chorley, Middle Temple; Harry Dobb, Lincoln's-inn; Samuel T. Evans, Middle Temple; Samuel M. Everard, Inner Temple; Michael J. Farrelly, Middle Temple; John W. Fearnside, Inner Temple; James W. Flanagan, Middle Temple; Frederick T. Galsworthy and Bertram C. Gardiner, Lincoln's-inn; William C. Godwin and Arthur H. Graham, Middle Temple; Egerton S. Grey and Reginald Harrison, Inner Temple; Henry D'Arcy Hart, Lincoln's-inn; William E. Heathcote, Middle Temple; Henry S. Q. Henriques, Inner Temple; William H. Hudson and Joseph H. Hume-Rothery, Lincoln's-inn; Mohamed Ismail Khan, Middle Temple; Edward J. Jacob, Inner Temple; Fullarton James, Gray's-inn; Robert M. Johnston, Inner Temple; Walter B. Jones and Percy J. Kendall, Lincoln's-inn; Frederick W. W. Kingdom, Middle Temple; Charles G. Kingsley and Harry Knox, Inner Temple; Sidney P. Leggett, Middle Temple; Charles F. Lloyd, Inner Temple; Abdul Majid and Anthony Maxwell, Middle Temple; Charles A. D. Melbourne, Thomas F. D. Miller, and George F. L. Mortimer, Inner Temple; William Muir, Gray's-inn; Henry S. Mundahl, Lincoln's-inn; Plum Nai, Middle Temple; John A. Nix and Thomas H. Parz, Inner Temple; Nicholas J. Paterson, Middle Temple; Jehangir Peerozshaw, Arthur L. Penrhyn, John H. W. Pilcher, and Bernard A. Platt, Inner Temple; Henry W. Reece, Middle Temple; Frank C. Richardson and Herbert P. St. Gerrans, Inner Temple; Harold S. Scott, Lincoln's-inn; Harry S. Scrivener, Middle Temple; James R. Seaton, Gray's-inn; Chandra Sekhar Sen Gupta, Middle Temple; Marcus W. Slade, Inner Temple; Gerald P. Stevens, Lincoln's-inn; Clement Y. Sturge and Ernest R. Sykes, Inner Temple; George M. Weekley, Middle Temple; and Austin G. Wrigley, Inner Temple. Of 98 candidates examined 72 passed.

The following students passed a satisfactory examination in Roman Law:—Francis Allen, Middle Temple; Ernest J. Bader, Henry R. Bouldfield, and James B. Brunyate, Inner Temple; William B. Campbell, Middle Temple; Edward J. M. Chaplin, Lincoln's-inn; Ernest Clark and Sidney W. Clarke, Middle Temple; Bomanjee Cowasjee, Lincoln's-

inn; William M. Crowd, Middle Temple; William F. L. De Quetteville and Viscount Edward St Leger Doneraile, Inner Temple; Edward Ellershaw, Middle Temple; Gerard Y. T. W. Fiennes, Inner Temple; Wilfrid R. Ford, Middle Temple; Mahimhoun Ghose, Lincoln's-inn; Alexander Grant and the Hon. John William Harris, Inner Temple; Robert Hill, Middle Temple; Henry W. Holder and Charles H. St. J. Hornby, Inner Temple; Vishnu Singh Kapur, Middle Temple; Frederick H. Kelly, Inner Temple; William F. C. Kelly, Inner Temple; Hira Lal Kumar, Gray's-inn; William H. Leese, Inner Temple; Aaron E. Lyons, John J. McCulloch, Robert W. McDonald, and Kenneth E. Milliken, Middle Temple; Martin H. F. Morris, Lincoln's-inn; Percy Morris, Inner Temple; Alexander Neilson and John P. Oliver, Middle Temple; Harold G. Parsons, Inner Temple; James J. Power, Lincoln's-inn; John S. Risley, Abdulla Rahimtula Sayani, and Ahmed Rahimtula Sayani, Inner Temple; Edward P. Schjott, Middle Temple; Courtenay C. Shippard, Inner Temple; Herbert J. Simmonds, Lincoln's-inn; John P. Slagg, Inner Temple; George J. Stokes, Lincoln's-inn; and Frederick G. Storey and Mohammed Majid Ullah, Middle Temple. Of 47 candidates examined 46 passed.

## LEGAL NEWS.

## OBITUARY.

Mr. GEORGE Woodcock, solicitor, of Coventry, died on the 18th inst. from influenza, which was complicated by pneumonia. Mr. Woodcock, who was the only son of Mr. Charles Woodcock, solicitor, was born in Coventry on the 28th of April, 1837. His grandfather, Mr. John Woodcock, was the first of the family who settled in Coventry. He was also a solicitor, and a member of the private banking firm of Little, Lowe, & Co., which was established in Coventry in 1672. Mr. Woodcock was admitted a solicitor in Michaelmas Term, 1859, and in the following year he joined his father and the late Mr. J. B. Twist. Mr. Woodcock was clerk to the Coventry Canal Co. until some years ago; clerk to the Coventry Gas Co. until it was transferred to the Corporation of Coventry in 1884; clerk to Nicholas Chamberlayne's Charity, Bedworth; clerk to the Feoffees of Bond's Hospital; and churchwarden of St. Michael's Church, in the restoration of which he took a deep interest. In recent years Mr. Woodcock has been more actively engaged in commercial than in professional pursuits. In 1874 he founded the watch manufactory known as "Messrs. G. Croft & Co." In 1877 he re-introduced into Coventry the trade of art metal working, and established works for that purpose known as "The Coventry Art Metal Works Co." In 1880 he bought from the widow of the late Daniel Rudge the cycle business carried on by that gentleman in Wolverhampton. He had previously, in 1879, acquired the cycle business carried on by Messrs. Haynes & Jeffries at Coventry. At first he carried on the two businesses separately, but soon merged them into one. He was afterwards joined by some Birmingham capitalists, and a private company was formed, which was subsequently converted into a limited liability company with Mr. Woodcock as managing director. About six or eight men were employed in the Rudge business when it was first brought to Coventry; now there are over eight hundred. In 1877 Mr. Woodcock bought the King's Head Hotel, which was then an old-fashioned hostelry, together with some other premises, which he pulled down, and upon the site erected the present handsome hotel, in which he died. Mr. Woodcock was more than once pressed to stand as member of Parliament for Coventry, but he always declined. The movement with which Mr. Woodcock has been principally identified, and in connection with which he will be long remembered in Coventry, is the restoration of St. Michael's Church and spire, towards which he personally gave over £10,000. This work was commenced in 1885 and was completed in 1888, the top stone of the spire being laid by Mr. Woodcock. Then there raged in Coventry what is known as the "battle of the bells," which was as to whether the bells should be replaced in the spire, to which they had previously caused considerable damage. Mr. Woodcock was opposed to the bells being replaced in the spire, and offered to find half the cost of building a new bell tower, which it is estimated will amount to over £10,000 in all, and a few days before his death, although ill in bed, he had interviews on the subject, through his secretary, with the vicar and churchwardens of St. Michael's. Whether the project of the bell tower will be affected by Mr. Woodcock's death it would be premature to say. Mr. Woodcock was a man of distinct individuality, with a strong will and a thorough belief in himself. Personally he was one of the most kind-hearted of men, and was most generous to those whom he knew needed assistance. He was also a supporter of all local institutions. Mr. Woodcock married Miss Trimmer, a sister of the Rev. Canon Trimmer, a former vicar of Stoneleigh, who is left a widow. There is no family.

Lord ROMILLY, barrister and Clerk of Enrolments in Chancery, died of suffocation at his residence, 38, Egerton-gardens, S.W., while the house was on fire. The fire was caused by his accidentally upsetting an oil lamp. He was the son of Lord Romilly, Master of the Rolls. He was born on the 12th of April, 1835. He was educated at Trinity College, Cambridge, and was called to the bar at Gray's-inn on the 17th of November, 1864, and he was elected a bencher of his inn in 1890. He was married on the 9th of February, 1865, to Emily Idonea Sophie, daughter of General Sir John Gaspard Le Marchant, K.C.B., G.C.M.G., by whom he had one son, John Gaspard Le Marchant, Lieutenant in the Coldstream Guards. Lady Romilly died on the 17th of March, 1886. His lordship married secondly on the 6th of November, 1872, Helen, daughter of Edward Hanson Denison. She died on the 21st of March, 1889.

## APPOINTMENTS.

Mr. MELANCTHON TWINGLE ELDIDGE, solicitor (of the firm of A. D. Smith & Eldridge), of 31, Great James-street, Bedford-row, W.C., has been appointed a Commissioner for Oaths. Mr. Eldridge was admitted a solicitor in January, 1882.

Mr. JOHN BOOTH LAZENBY, solicitor, of Newcastle-upon-Tyne, has been appointed a Commissioner for Oaths. Mr. Lazenby was admitted a solicitor in November, 1884.

Mr. CHAMBERLAIN MOLE, solicitor, of Reigate, has been appointed a Commissioner for Oaths. Mr. Mole, who passed his final examination with honours, was admitted a solicitor in December, 1880.

Mr. LIONEL HENRY MORTIMER, solicitor, of Colyton, Devon, has been appointed a Commissioner for Oaths. Mr. Mortimer was admitted a solicitor in November, 1881.

Mr. WM. HENRY PHELAN, solicitor, of 61, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Phelan was admitted a solicitor in March, 1874.

Mr. JAMES BRADLEY SOMERVILLE, solicitor, of 48, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Somerville was admitted a solicitor in July, 1884.

Mr. HENRY EWES SMITH, solicitor, of Hanley, in the Potteries, has been appointed a Commissioner for Oaths. Mr. Smith was admitted a solicitor in July, 1879.

Mr. JAMES WASHINGTON CALVERT, solicitor, of Rochdale, has been appointed a Commissioner for Oaths. Mr. Calvert was admitted a solicitor in February, 1884.

## GENERAL.

The Stamp Duties Bill was read a second time in the House of Commons on the 22nd inst.

It is stated that Sir C. P. Butt, who is still staying at Wiesbaden for the benefit of his health, will resume his seat in court on Monday, the 15th of next month.

Lady Diana Huddleston has presented to the judges three pictures of the late Mr. Baron Huddleston, and they have been hung in the room now used in common by all the judges. The room was tenanted by the late Mr. Baron Huddleston during his lifetime.

They speak their minds plainly in Winnipeg. The *Western Law Times* strongly censures the recent judgment of the Court of Appeal in the *Jackson case*, terms it "a petticoat judgment," speaks of the "off-hand vulgarities and blustering threats of the Lord Chancellor and his willing abettors," and even does not scruple to object to the presence of the "lady assessors" who sat on the bench.

The *Albany Law Journal* prints a translation of a Chinese transfer of leasehold estate. It runs as follows:—"Third Day, Third Moon, Seventeenth Year of Kwang-su.—Liu, acting sub-prefect of Amoy hereby declares in the matter of payment of ground-rents for certain leases of certain pieces of land; Whereas, your excellency, Edward Bedloc, United States Consul, made an application for the perpetual leasing of certain plots of land on the Island of Kulangsu, known as the Bluestone Meadow and Pacific Gold Hill, as sites or site for erecting a house to live in and not to do trade; And whereas I deputed Chin Ah, my worthy deputy, to visit the desired plots of land, to examine and survey the same, to ascertain and locate any and all ancestral graves, tombstones, tablets, memorial urns, bones, ashes or relics, to find out what families have an interest in the land and what religious rites are therewith attached; And whereas Chin Ah did this and said plots of land measure—the Bluestone Meadow 20 changes in length and 12 changes in breadth, thus being 64 changes all round, and the Pacific Gold Hill 10 changes in one length, 15 changes in another length and 10 changes in breadth, thus being 45 changes all around; and the rentals thereof being one tael per annum for each chang square, payable yearly to commence and be payable on the first moon of each year, namely, in all thirty-five taels; And whereas you offer as a condition to keep all the water-courses as they are and have been so that the water carriers and water-boat owners may obtain water as heretofore; and to build gratings in the walls opposite to old graves, so that ancestral spirits may look out or descendants look in at their pleasure and without trouble; And whereas we have agreed with each other upon the terms—Now I have duly put you in possession of said plots of land and record the same in the archives of my office and have issued a proclamation to all people concerned, which prohibits any interference with your possession or enjoyment. And now I respectfully ask your excellency to transmit to me thirty-five taels according to law that I may pay the same forthwith into the Treasury of the Province.—A NECESSARY DECRETAL. [L.S.]."

COURT PAPERS.  
SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.
Monday, June.....	1 Mr. Pemberton	Mr. Jackson	Mr. Leach
Tuesday .....	2 Ward	Cloves	Godfrey
Wednesday .....	3 Pemberton	Jackson	Leach
Thursday .....	4 Ward	Cloves	Godfrey
Friday .....	5 Pemberton	Jackson	Leach
Saturday .....	6 Ward	Cloves	Godfrey

	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.
Monday, June.....	1 Mr. Farmer	Mr. Carrington	Mr. Bea
Tuesday .....	2 Bolt	Lavie	Pugh
Wednesday .....	3 Farmer	Carrington	Bea
Thursday .....	4 Bolt	Lavie	Pugh
Friday .....	5 Farmer	Carrington	Bea
Saturday .....	6 Bolt	Lavie	Pugh

## COURT OF APPEAL.

## TRINITY Sittings, 1891.

## APPEAL COURT I.—NOTICES.

N.B.—Queen's Bench Interlocutory Appeals will be taken in Court I. on Tuesday, May 26, and afterwards on every Monday in Trinity Sittings. N.B.—Subject to Interlocutory Appeals on Mondays and Bankruptcy Appeals on Fridays, and also subject to the New Trial Paper, Queen's Bench Final Appeals will be taken every day during the Sittings until further notice. The New Trial Paper will remain until days to be appointed, notice of which will be given in the Daily Cause List.

N.B.—Admiralty Appeals (with Assessors) will be taken in Court I. on days specially appointed by the Court, notice of which will appear on the Daily Cause List.

## APPEAL COURT II.—NOTICES.

N.B.—Interlocutory Appeals from the Chancery and Probate and Divorce Divisions will be taken in Court II. on Tuesday, May 26, and afterwards on every Wednesday in Trinity Sittings.

N.B.—Subject to Chancery Interlocutory Appeals on Wednesdays, Chancery Final Appeals will be taken every day in Court II. until further notice.

Appeals from the Lancaster Palatine Court (if any) will be taken in Court II. on Thursday, May 28, and on Thursday, June 4, Thursday, July 2, and Thursday, August 6; see Notice at end of List of Palatine Appeals.

Lunacy matters will be taken in Court II. on every Monday, at 11 o'clock, until further notice.

## APPEALS FOR HEARING

(Set down to Saturday, May 16, inclusive).

## FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

## For Judgment.

Dashwood v Magniac app of pts from judgt of Mr. Justice Chitty, dated Jan 14, 1891 (c a v March 23, present Lords Justices Lindley, Bowen, and Fry)

Low v Bouvierie app of deft from order of Mr Justice North, dated 11 Feb, 1891 (c a v May 2, present Lords Justices Lindley, Bowen, and Fry)

Divorce R S Hall v A M Hall & anr appn for new trial dismissed April 23—argued on 13 May before Lords Justices Lindley, Lopes, and Kay, as to petitioner's costs of appl being paid out of fund in court as security for wife's costs—judgment reserved.

## For Hearing.

(Final List.)

1891.

In re C Palmer, dec, Palmer v Hardwick app of defts J and H Hardwick from order of Mr Justice Kekewich, dated 15 Dec, 1890 (security ordered 14 April) Feb 28

Jones v Dinas Steam Colliery Co, ld (construction of lease) app of defts from judgt of Mr Justice Romer, dated 29 Jan, 1891 (S O June 1, by order) March 4

Cronbach v The Uranium Mines, ld app of defts from judgt of Mr Justice Romer, dated 27 Feb, 1891 March 5

Hair v Geddes app of pltf from judgt of Mr Justice Kekewich, dated 4 Feb, 1891 March 16 (security ordered March 24)

Probate Gray & ors, executors of Margaret Gray, added by order, v Sangster & ors app of defts from judgt of Mr Justice Jeune, dated 12 March, at trial without a jury in Middlesex March 23

In re Bence, dec, Smith v Bence, (construction) app of deft J F Bence from order of Mr Justice Kekewich, dated March 6, 1891 April 7

In re T Metcalfe, dec, Metcalfe v Metcalfe app of plt from order of Mr Justice Kekewich, dated Dec 4, 1890 April 8

In re W Jones, dec, Griffin v Porter app of pts from judgt of Mr Justice Chitty, dated March 23, 1891 April 13

In re J Gouldsmith, dec, Roberts v Thorne (construction) app of deft Thorne from order of Mr Justice North, dated May 20, 1891 April 13

Mackenzie v Mackintosh app of plt from judgt of Mr Justice Kekewich, dated March 4, 1891 April 14

In re E C Eagle, dec, Eagle v Cardinal app of defts from judgt of Mr Justice North, dated April 25, 1891 April 17

Florence v Mallinson app of pt from judgt of Mr Justice Kekewich, dated Nov 1, 1890 April 20

In re G J Hunter, dec, Hunter v Hunter (construction) app of deft J B Batchelor from order of Mr Justice Kekewich, dated March 24, 1891 April 22

Thomas v Christmas app of plt from judgt of Mr Justice Kekewich, dated March 11, 1891 April 22

Westmoreland Green and Blue Slate Co, ld, v Fielden app of deft from judgt of Mr Justice Kekewich, dated March 11, 1891 (and motion of M J Fielden for leave to appeal from order, dated May 7, 1890) April 27

Ward v The Royal Exchange Shipping Co, ld app of Messrs Lancaster, Spier, & Co from order of Mr Justice Chitty, dated April 18, 1891 April 27

In re R Burfield, dec, Dean v Burfield app of defts from order of Mr Justice North, dated April 8, 1891 April 28

FROM THE QUEEN'S BENCH AND ADMIRALTY DIVISIONS.  
Interlocutory List.

1890.

Giffard v Mayor, &c, of Wolverhampton app of defts from order of the Lord Chief Justice and Lord Justice Fry, dated 5 May, 1890, for sequestration June 30 (on Oct 24, 1890, ordered not to come into the paper until further order)

1891.

Reynolds v Tooth & Ward app of plt from Justices Denman and Wills, on appln for new trial, setting aside verdict and directing entry of jdgt for dft action tried by the Lord Chief Justice at Lewes Feb 22 (restored after security given)

Lysaght v Clark & Co app of Mateo Clark (member of dft firm) from order of Justices Cave and Grantham, dated 13 March, affirming order for entry of jdgt for dft Lysaght v Clark & Co app of Mateo Clark (member of dft firm) from refusal of Justices Cave and Grantham, dated 13 March, to order plt to elect amendment or set aside writ and service April 3 (S O June 1)

Challinors & anr v Wright & ors app of pls from order of Justices Day & Lawrence, dated 17 April, refusing liberty to enter jdgt for amount claimed April 28

Guinea Coast Gold Mining Co, ld v Irvine & ors app of plt from order of Justices Mathew & Vaughan Williams, dated 18 April, increasing amount of security directed by order of 16 Feb April 29

Cave v Leslie & ors app of plt from order of the Lord Chief Justice and Mr Justice Mathew, dated 9 April, dismissing action as frivolous and vexatious April 29 (security ordered)

The Guardians of the Poor of Parish of Brighton v The Guardians of the Poor of the Strand Union (Q B Crown Side) app of the Brighton Guardians from order of Justices A L Smith and Grantham, on appln from quarter sessions on case stated under 12 & 13 Vict c 45, s 11 April 29

Phillips & ors v J Fowler & Co (Leeds) ld app of defts from order of Justices Day and Lawrence, dated 17 April, reversing judge's order and granting liberty to defend April 30

The Queen v Judge of Halifax County Court and Bairstow (Q B Crown Side) app of H Sutcliffe from order of Baron Pollock and Mr Justice Charles, dated 22 April, discharging rule nisi to hear action in "Sutcliffe and Bairstow" May 1

Love v South of England Marine Insce Assocn ld app of defts from order of the Lord Chief Justice and Mr Justice Mathew, dated 21 April, giving liberty to amend defence May 1

In re an Arbitration between J R Williams and Sir E A A K C Stepney, Bart app of J R Williams from order of Justices Mathew and Day, dated 10 April May 1

(To be continued.)

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

TRINITY SITTINGS, 1891.

Causes for Trial or Hearing.

(Set down to Saturday, May 16th, inclusive.)

(Continued from p. 499.)

## Before Mr. Justice CHitty.

Causes for trial (with witnesses).

Reid v Whiteley act  
In re Whitchurch, dec, Cotton v Prowse act

Skelton v Schwabe act

Lindsay v Curtis act

Richards v Unett, Moore, Bayley, &amp; Co act (transferred from Mr Justice Kay, by order)

Warren v The Central Permanent Building Society act

Bonham (married woman) v Ellis act (S O July 1)

In re Earl of Caithness, dec Buchanan v Sinclair act

The Royal Exchange Assurance &amp; ors v Norton act

Burra v Phillips act (transferred from Mr Justice Kekewich)

Nickalls v Phillips act

In re R Fell, dec Fell v Fell act

Watson v Hawthorn act (S O Michaelmas)

Balanachi v Zirzinis act

Stephens v McKellar act

Yeoman v Robinson act

De la Mare v The Mayor, &amp;c, of West Ham, Essex act

Landseer v Zefferl act

Van Buch v Watson Perceval &amp; anr v Van Buch act on claim or counter-claim

Pechey v Serle act

The New Wire Wove Roofing Co, ld v Humpage act

Hayman v Cooper act (trans from Rochester County Court)

Clark v Smith act  
Carter v Walter act

Smith v Rowbotham Rowbotham v Wilson act

North v The Abbey Mills Distillery, ld act

Ward v Keen act

Sutton v Gillings act

Kite v Bell act

Hill &amp; Paddon v Fuller act (1890 H 3803) transferred from Q B Division

Bailey v Fuller act (1890 B 4578) transferred from Q B Division

Fuller v Hill &amp; Paddon act (1891 F 1681) Fuller v Bailey act (1891 F 1682)

S Kidd &amp; Co, ld v Perry act

Allen v The Clydesdale Bank, ld act

In re Swain, dec Swain v Bringham act

Bew v Gale act

Webster v Puleston act

Meek v Traver act

Marquess of Aylesbury v Darling act

Spalding v Fitz George act

Delvallé v Palmer act

In re E J Smart, an infant, ex pte Stoner adj sums with wits, by order

In re E J Smart, an infant, ex pte Gregory adj sums with wits, by order

L Hirsch &amp; Co v Dean Swift act

Faithfull v Millar act

Dibb v Walker act for further hearing after Chief Clerk's certificate set down by direction of Registrar

Molineaux v Gartside act

In re Thomas Bateman, dec, Bateman v Bateman act

Uniacke v Scott, Scott v Uniacke act on claim and counter-claim

Soppitt v Whiting act

In re Aders, dec Meakin v Plimmer act

Ellissen v The Surrey Machinist Co, ld (2) act on claim &amp; counter-claim

Watts v Paynter act

Sanders v Eaton act

Hollington v Dear act

Witt v Calderon act

Callender v Grant act

In re Bell Bros, ld &amp; Co's Acts motn to rectify register, with wits by order (1st witness day in Trinity Sittings, by order)

Tunks &amp; Co, ld v Page, Son, &amp; Co act

Davis v The Acton Conservative Club, ld (1890 D 527) act

Davis v The Acton Conservative Club, ld (1890 D 1,043) act

Hill v Winfield act

In re Heinrich's Registered Design &amp; Patents, &amp;c, Acts, 1883 &amp; 1888 motn by C T Dickins to rectify register of designs, with wits by order

Compton v Bagley act

Spence v Schiedweiler act

Engelhart v Gaydon act &amp; m f j

West v Gillett act &amp; m f j

Marshall v Glover, Alexander v Marshall Alexander v Marshall

Marshall v Alexander consolidated actions

Wright v Richmond act

West India Shipping Co, ld v Callender act

Thomson v Stewart act

Hughes-Hallett v Kent (2) act on claim and counter-claim

Nicholson v Eyre act

Mappin Bros v Mappin &amp; Webb act (set down without pleadings)

Lane v Capsey act &amp; m f j

Burdett v Eldershaw act &amp; m f j

Anstiss v Gatti act

French v Burchell act

Tucker v Cooper act

Smelt v Broughton act

In re Lanwer, dec, Lanwer v Clayton act

Northwich Local Board v Northwich Salt Co, ld act

Tester v Hedcock act

James v Isaac act

T P Smith v M Smith act

Hall v Tompson act &amp; m f j

In re R O Perkins, dec, Perkins v Hillier, Hillier v Perkins act on claim and counter-claim

Walker v Walker act

Causes for Trial (without witnesses).

Levy v Lyon, Levy v Lyon adj sums to consolidate

In re W Ostle's Estate, McMullon v Redfern (Order 55) adj sums

In re J B Lousada's Estate, Ponting v Lousada admin adj sums

In re R H Millett, dec, Millett v Marriott (construction) adj sums

Salmon v Cheswright adj sum (S O June 1)

In re W S Lewis, a Solr, Ex parte Jane D Moir adj sums

In re F J Edlmann, Edlmann v Edlmann (admin) adj sums

Mockford v Macdonald (partnership) adj sums

In re Sarah Grinshaw's Estate Barnard v Yewdall Expte surviving Exor and Trustee adj sums

In re The Bifron's Estate, Barking, Essex, No 3474, Land Registry and the Land Transfer Act, 25 &amp; 26 Vict c 53 (title) adj sums

In re Craven's Trusts Craven v Close (interest to creditors) adj sums

In re Cosey's Marriage Settlement Trusts Cosey v Cosey (administration of Trusts) adj sums

Philips v Low act

Attorney-General v Pinckard act

Sawyer v Bland m f j (short)  
In re Anthony S Allen, a Solr Ex  
pte J H B Latley (review taxation)  
adj sums  
In re W P Murche, dec Murche v  
Murche (construction) adj sums

Further Considerations.  
In re W Evans, dec Evans v Evans  
fur con (Trinity)  
In re S Lang, dec Betteley v  
Proctor fur con  
In re H Ruggles, dec Weaver v  
Bateman fur con  
In re Caroline Haldane's Estate  
Brew v Humphrey Haldane v  
Brew consolidated fur cons adjd  
from chambers  
In re Armstrong, dec Harrison v  
Armstrong fur con  
Turner v Greenough Greenough v  
Leeming fur con

PROCEDURE SUMMONSES.  
Siemens v Karo, Barnett & Co  
(patent action) appln of pltf for  
further & better particulars of  
objections

L Hirsch & Co v Dean Swift appln  
of pltf for further answer to  
interrogatories

Same v Same appln of pltf for a  
further full & sufficient affidavit  
of documents

POINT OF LAW.  
Blaydes v Selby set down by order  
dated April 14, 1891

Before Mr. Justice NORTH.  
Causes for trial (with witnesses).  
Taylor v Taylor act

Fielding v Earl Northbrook act  
Langham v Hedges & Abell act

In re Clench Draper v Clench act  
(s o till anor action transferred  
and consolidated)

Douglas v Gerald & Co, ld act (re-  
transferred from Mr Justice  
Vaughan Williams)

Helbert, Wagg & Co v Ransford &  
Co act

Church v Gilford (Bonsall 3rd party)  
In re Lee Lee v Dickinson act

Val de Travers, & Co, ld act in Neu-  
chatel Asphalte Co, ld act

Dance v Hope act

Yates v Agnew act  
In re MacMahon, Phillips v Mac  
Mahon act

Garnett v Wigley act  
Allen v Union Discount Co of Lon-  
don, ld act

The British Water Gas Syndicate,  
ld v The Nottingham and Derby  
Water Gas Co, ld act (not be-  
fore July 1)

In re Milnes Milnes v Milnes act  
Coxon v Schofield act

Laybourn v Gridley act  
McBryne v Kay act

Mara v Brown act

Runnalls v Rodd act

Attorney Gen ex-relat Barnett Local  
Bd v Vestry of St James and St  
John, Clerkenwell act (retrans-  
ferred from Mr Justice Vaughan  
Williams) not before July 1

In re Boyce Boyce v England act  
Baird v East Riding Club & Race-  
course Co, ld act

In re Raisbeck Keenlyside v Leefe  
act

Law Property Assoc, &c Assocn v  
Wilson act

Pegler v Drake-West act

Morris v Speyer act

In re Coningham Coningham v  
Coningham act

Speyer v Morris act  
Choudens Fils v Lago act (retrans-  
ferred from Mr Justice Vaughan  
Williams) S O until return of  
commission

Vennell v Meakin act  
Rothwell v Abrahams act  
Universal Stock Exchange, ld v  
Stevens act

In re Beckett Lyons v Hart act  
Brewers Investment Corp, ld v  
Rowlands act

Willoughby v Kirby act  
Murton v City Bank, ld act

Williams v Williams act & m f

Day v Gregory act  
In re Seager West v Seager act

London Assoc of Shipowners &c,  
ld v London & India Docks, &c  
act

Procter v Cheshire County Council  
act

Barker v Webber act

Neale v Hickling act

Winch v Jones act

Evans v Thompson act

Mackay v Siddley & Co, ld act

Sheldon v Mellen act

Lord Wynford v Way act

Turnock Evans act

Chubb v Cincinnati Breweries ld  
act

Tindall v Castle act

Iddesleigh Mansions, ld v Hotel  
Windsor, ld & ors act

Finch v The Quebrada Ry Lead, &c  
Co, ld act

Ballantine v Holmes act

In re Hardcastle Blackwell v  
Hardcastle act

Pratt v Pratt act

Greatorex v Greatorex & Co, ld act

In re Champion Dudley v Cham-  
pion act

Baker v Hewitt act

In re Felton Felton v Amslow act

In re Ford Baker v Mayo act

Wallis v Bell act

Adjourned Summons.

In re Evans Jenkins v Thomas

In re Rawlins Rawlins v Todd

In re Oxley Oxley v Ponsonby

In re Loughnan Howell v Harting

In re Terrey Pitter v Terrey

In re Johnstone McCallum v  
Williams

In re Harding Harding v Wileman

In re Amos Carrier v Price

In re White Armstrong v White

Further Considerations.

In re Kurtz Kurtz v Kurtz fur  
con

In re Singer Singer v Hawley fur  
con (to come on as short, by order)

In re Jones Jones v Evans fur  
con (short)

In re Kerssenbrock Biddulph v  
Biddulph fur con

In re Yager Yager v Honung fur  
con (restored)

Before Mr. Justice STRALING.  
Causes for trial (with witnesses).

Jackson v Snell act

Lampard v St George's House, ld  
act (not before 10 June)

In re Edgar Edgar v Edgar act

In re Bowman Bowman v Bowman  
act

Alexander v Miller act

Field v Nichols act

Pearson v Petrovitch act

In re Bridger Jones v Armfield  
act

Reade v Hall act

Wood v Hamblet act (Michaelmas  
Sittings)

Bailey v Barnes act & m f j

Earl de la Warr v King act (re-  
transferred from Mr Justice  
Vaughan Williams)

Schreiner v Bormard act

Holdsworth v The Hull, &c, Ry Co  
Holdsworth v The Hull, &c, Ry  
Co acts

Freeman v Penn act

Boaler v Brodhurst act

President, &c, of St George's Hos-  
pital v Rumney act  
Sverchhoff v Huth act  
Lord de Ramsey v Powell act  
Brown v Vince act  
Brown v Brown act  
West of England Paper Mills Co, ld  
v Gilbert act (security ordered)  
Ranson, Bouvier & Co v Whitley  
act

In re Cash Cash v Hancock act  
In re Laurence Kiddle v Laurence  
act

Fearnley v the Clydesdale Bank, ld  
act (re-transferred from Mr  
Justice Vaughan Williams)

Harris v Harris act

Trimble v Wake act

Bevan v Webb act

Folkard v Carter act & m f j

In re J S Smith Smith v Smith  
act

Cannon v Vickers act

Bird v Goodwin act

White v Swaine act

In re the Gas Lighting Improve-  
ment Co, ld adj sums (cross  
examination)

In re Linton Linton v Reed act

Lilley v Ellam act (S O one month  
after jdgt in Q B action)

Meux v Thomas act

Rough v MacIvor's Patents, ld act  
Nelson v Worssam act (re-trans-  
ferred from Mr Justice Vaughan  
Williams)

Goodrum v Goodrum act

Beddoe v Jones act

Isaacs v Isaacs act

Woodman v Knowles act

Robinson v Partridge act

Allday v Glossop Glossop v Allday  
act

Dew v Barley act

Hill v Hickin act

In re Gotobed Gotobed v Deuch  
act

Lewis v Marquis of Ailesbury act

Mortgage Insee Corp, ld v Murley  
act

Steele v Savory act

In re Gurney Mason v Mercer act

Campion v Campion act

In re Hansford Hansford v Coombs  
act (to come on with No 17)

Weatherall v Burgess act

Everitt v Automatic Photograph  
Co, ld act (re-transferred from  
Mr Justice Vaughan Williams)

Cloudsdale v Townson act

Godrich v Tod Heatley act

Moore v Moore act

Beckett & Co v Wake, Trimble v  
Beckett & Co act

Leader v Tod Heatley act (June 2)

J Richardson, ld, v Proctor act

In re Hampton, Hampton v Stevens  
act

Ryan v Mutual Tontine Westminster  
Chambers Assocn act

Pullman v Barker act

Wilkinson v Swedish, &c, Ry Co  
act

Parton v Ferme act

Newen v Mackey act

Matthews v Rogers act

Johnson & Co v Edge act

International Cable Co, ld, v Suren,  
Hartman, & Co act

Richardson v Westcott act

Neville v Lloyd act

Hawksley v Outram, Hawksley v  
Outram, Outram v Hawksley act

Bodger v Raftery act & m f j

Rehden v Atkins act

Everett v Remington act

In re Jones, Williams v Jones act

Comte v Perkins act

In re The Canadian Direct Meat Co  
& Co's Act adj sums

Grosz v Brown act

Miles v Berridge act

Cameron v Anstruther act

Marsh v White White v Marsh  
act

In re Garcia's Trade-Marks Nos  
96822 & 96823 and Trade-Marks,  
&c Act motn to rectify (set down  
in wits list by order)

In re Huxham Huxham v Hux-  
ham act

Allen v Banks act

Rickard v Hopkins act

Judge v Cole act

In re Tilney Richardson v Rhodes  
act

Dear v Dear act

North v Medley act

C Dickens & Evans v Battle act

White v Baillie act

Causes for Trial without Witnesses  
and Adjourned Summons.

In re Cornwall & Chemical Co ld &  
Co's Acts adj sums

King v Green adj sums

In re Carfrae Laurie v Carfrae  
adj sums

In re Bickerstaff Clement v Pid-  
cock adj sums dated April 2,  
1891

In re Same Same v Same adjd  
sumns dated April 10, 1891

Pantazides v Pantazides m f j

Colman v Roberts m f j (short)

In re the Pelsall Hall Colliery Co  
Inundation Relief Fund. Brown-  
hill v Attorney-General adj sums

Edmonds v Smith act & m f j

Gould v Cooke m f j

Bays v Felton surcharge by deft  
against pltf under account No 1

In re Brandon Brandon v Brandon  
adj sums

In re Cuming Cuming v Cuming  
adj sums

In re Goldsmith Goldsmith v  
Thompson adj sums

Further Considerations.

In re Forster Forster v Budd fur  
con & sums restored by order

In re Fesemeyer White v Mer-  
rill fur con

In re Blantern Lowe v Cooke fur  
con

Lafone v Huth & Co fur con &  
sums

In re Parkes Simpson v Parkes  
fur con & sumas to vary

Saunders v Evans fur con (under  
order of Court of Appeal) after  
Official Referee's Report

In re E Elliott Parrett v Chinery  
fur con

In re J Nicholson Mott v Mott  
fur con

Before Mr. Justice KREKIEWICH.  
Causes for trial (with witnesses)

Tanner v Martin act

Clinch v Clinch Clinch v Clinch act

Cipri, trading &c v The Metal Re-  
covery Co, ld act

Mackenzie v Sanders act

Van Heck v Isaacs act

Hickman v Harris act & m f j

McDowell v Sanders act

Dale v Fortescue act

Cowney v Thomson act

Watling v Watling act

Banks v Scovell act

Jope v Pountain act

Cameron v Dandicole & Gaudin, ld  
act

Savory & Moore v London Electric  
Supply Corp, ld act pt hd  
(8 O 15 July)

Jahneke v R Bell & Co, ld act (re-  
transferred from Mr Justice  
Vaughan Williams)

Mapleson v Lago act

Wilkins v Clydesdale Bank, ld act

Same v Same act

Williams v Jones act

Petrie v Ferrers act

Nettlefolds, ld v Reynolde act

May 30, 1891.

Same v Same act (re-transferred from Mr Justice Vaughan Williams)  
 Hazlehurst v Rylands act  
 Burdett & Harris v Gorton act  
 Robertson v Robertson act  
 Hall v Hall act  
 Driggs Ordnance Co v Driggs, Schroeder, &c, Co act  
 Falk v Falk act  
 Cameron v Stretton, Hilliard, Dale & Newman act  
 Whitaker v Whitaker act  
 Allison v City and South London Ry Co motu to be treated as trial of action (first day of witness actions)  
 New Skegby Colliery Co, Id, v Dodsley act  
 Cowood v Vernon act  
 Lawson v Wheatley & Sons act (set down by order)  
 Howell v Broomhall act  
 Lane-Fox v Kensington & Knightsbridge Electric Lighting Co act (re-transferred from Mr Justice Vaughan Williams)  
 Davey v Hugill act  
 Kelsey v Hodgkinson act  
 Hill v Hill's Waterfall Estate, &c, Co, Id act  
 Williams v Spargo act  
 Elkington & Co, Id v Hürter act  
 Rogers v The Paragon Works, Id act  
 Kearney v Blake act (retransferred from Mr Justice Vaughan Williams)  
 Ashworth v Roberts act  
 Farnan v Kirby act  
 Lord Hatherton v South Staffordshire Waterworks Co act  
 Wellby v Still act  
 Wilkins v Union Bank of London, Id act  
 Same v Same act  
 Siemens v Taylor act  
 Lyric Theatre, Id v Cordinally act  
 Bott v Wilson act  
 In re Wigan Wigan v Carpenter act  
 J Richardson, Id v Weddell act  
 Cellular Clothing Co, Id v Marsh act (retransferred from Mr Justice Vaughan Williams)  
 The Hampton Wick Local Board v Southwark and Vauxhall Water Co act (retransferred from Mr Justice Vaughan Williams)  
 Starr v 282nd Starr Bowkett Bldg Soc act  
 Davis v Mills act  
 Page v Tanks act  
 Lees v West London Cycle Co act  
 James v Jones act  
 Williams v Jenkins act  
 Tyler v Bishop act  
 In re Steiner Jancourt v Kerr motu to be treated as m f j  
 Hartmann v Kerr (No. 2) m f j  
 Hartmann v Kerr motu by order to come on with above (26 May)  
 Fenner v Holloway act  
 Whittington v Cusack act  
 In re Grover Acreworth v Grover act  
 Thomas v Morgan act  
 In re Wright Wright v Sanderson act (No 1 to come on with this)  
 Trafalgar Co, Id v Francis act  
 Sandeman v Pim & Co act  
 Hildeheimer & Faulkner v Dunn & Co act  
 Eckstein v St Pancras Iron Works Co act & motu (9 June)  
 Pares Leicester Banking Co v Clerical, &c, Asse Soc act  
 Micklithwaite v Vincent act

## POINTS OF LAW.

Pitman v Locock question of law (restored) pt hd  
 Blaiberg v Medhurst preliminary point of law set down by order

Willan v Winn point of law set down by order & adj sums  
 Causes for trial without witnesses.  
 In re Wynn Wynn v Wynn act  
 In re Hunter Hunter v Hunter act  
 Kingston v Kingston act  
 Scadding v Burial Board for St Pancras special case  
 Davenport v Davenport mtn for judg  
 Holloway v Best mtn for judg (short) not before 6 June  
 In re Shorrock Shorrock v Shorrock act (Manchester D R)  
 Cobbett v Saffery act  
 Carter v Roberts mtn for judg (short)  
 Bentley v Lovell mtn for judg  
 Adjourned Summons.  
 In re Henlock Henlock v Henlock pt hd  
 In re Britannia Permanent Benefit Building Soc & Co's Acts pt hd  
 In re Henry Moseley, one, & taxation  
 In re Kay Mackenzie v Curtis appln of trustees  
 In re Same Same v Same  
 Hope v Russell Russell v Hope  
 In re Akerman Akerman v Akerman  
 Hain v Geddes  
 Pearks v Holliday  
 In re Cakebread Cakebread v Cakebread (for sale of Golden Heart)  
 In re Cakebread Cakebread v Cakebread (for independent valuation)  
 In re Cakebread Cakebread v Cakebread (for conduct of sale)  
 In re Kerr Reynolds v Bowly Cameron v Dandicole & Studd  
 Wellby v Still  
 Same v Same (for particulars)  
 In re Layton Jones v Jones  
 Leppington v Freeman  
 In re Mackay Holman v Huxham  
 In re Potous Sutton v Martin  
 In re Lee Farr v Jackson  
 In re Taylor Dent v Taylor  
 In re Lomas Shirley v Lomas  
 Nettlefolds v Reynolds (1890—N—15)  
 Same v Same (1890—N—809)  
 In re North Australian Territory Co, Id, & Co's Acts  
 Willan v Winn (to come on with question of law)  
 In re Martin Abethell v Chalk  
 In re Kenrick, Kenrick v Kenrick  
 In re Gooch, Gooch v Gooch  
 In re Reynolds, Williams v Mitchell  
 In re Booker, Booker v Herepath  
 McMurdo v Baird  
 Further Considerations.  
 Scott v Scott f c  
 Lousada v Popham f c  
 In re Goodwin, In re Sheppard, Castleman v West f c  
 In re Jaques In re Biens Thompson v Jaques fur con  
 In re Lepine Dowsett v Culver fr con adjm from chambers

Before Mr. Justice VAUGHAN WILLIAMS  
 (Sitting as an additional judge of the Chancery Division)  
 Causes for trial (with witnesses)  
 Second transfer of actions from Mr. Justice Homer dated May 12, 1891  
 Jones v Wemyss act  
 Bellite Explosive, Id v Bellite Co, Id act  
 Jensen v Hilder act  
 Lloyd v Fox act (July 1)  
 Booty v Goodwin act  
 The Lincoln Brick Co Id v Handley act  
 Godfrey v Walker act

Alliance Pure White Lead Syndicate v McIvor's Patents Id act  
 Viney v Lewis act  
 Denney v Frisby act  
 In re Parker Lowe v Parker Parker v Lowe act  
 Dawson v Church Church v Dawson act  
 Simeon v Freshwater, Yarmouth, Newport, Ry Co act  
 Nicol v Charsley act  
 Horwood v Milkins act  
 Belsey v Brooks act  
 Tywerould v Chamber Colliery Co, Id act  
 Norton v Burr act  
 Render v Macpherson act (set down by all defts except Leigh)  
 In re Kinahan & Trade-Mark 14,636 & Patents, &c, Ac' mot (entered in wit list by order)  
 Coulson v Lock act  
 Beaumont v Provident Asse Co, Id act  
 Bendall v Alexander Daniel Selfe & Co act  
 Wood v Lamplough act (June 1)  
 Ward v Langdon act  
 I'Anson v Turner act  
 Brear v Hirst act  
 Cleworth v Nat'l Provident Institution &ors act  
 In re Stevens, dec Stevens v Stebbington act  
 Byers v Grey act  
 Lawrence v Edge act  
 Hamerton v Bex act  
 Coping v Gilmore act  
 Bolton v Nat'l Land & Colonization Co, Id act  
 Kennedy v Smith act  
 Fairfax v J Lyons & Co, Id act  
 Savage v Jessup act  
 Thornton v Union Discount Co of London act  
 Ogilvie v Blything Union Sanitary Authority act  
 Eastwood & Co, Id v Craig act  
 Before Mr. Justice ROMER.  
 Causes for trial (with witnesses).  
 Transferred for Trial or Hearing only, pursuant to Order, dated April 20, 1891.  
 Lewis v Oldroyd act

It was announced on Wednesday at the Bank of England that the tenders (218 in number) for the new issue of Queensland 3½ per Cent. Stock, 1930, amounted to a sum of £296,800. Applications for the balance of the loan, at the minimum price of 94 per cent., will be received at the Bank during the ensuing week.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

PENNEY.—May 26, at 56, Northumberland-street, Edinburgh, the wife of Scott Moncrieff Penney, advocate, of a daughter.  
 SMITH.—May 21, at Mount Pleasant, Glazebrook, the wife of Wyndham Smith, of Manchester, solicitor, of a daughter.

## DEATH.

HOLMES.—May 23, at 28, Park-village-east, Regent's-park, William Holmes, barrister-at-law, of the Inner Temple.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

Rents collected and distraints levied to recover same by MESSRS. HENRY C. WOOD (surveyor to the parish of Tooting) and HENRY WOOD & KIRBY—Certified Brokers, 1, Great James-street, Bedford-row, W.C. No charges made to landlords if rent over £20. Troublesome tenants got rid of. Possession also taken under Bills of Sale, Mortgages, &c. Bailiffs to the parish of St. Dunstan-in-the-West and City of London (Farringdon Ward). Money paid over same day received. Bankers, City Bank, Holborn viaduct. References, if desired, to clients of many years' standing; personal and prompt attention.—[ADVT.]

## WINDING UP NOTICES.

*London Gazette*,—FRIDAY, May 22.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARDLEIGH BREAD CO, LIMITED.—Petition for winding up, presented May 11, directed to be heard before Stirling, J, on May 30. Mojen, Leadenhall st, solicitor for petitioners.

AUTOMA  
May 1  
ost,  
6 o'clock  
BRITISH  
July 1  
to Mr  
Concess  
heard  
Notice  
noon  
COTTON  
June 1  
to Ra  
ELECTED  
dated  
VALE O  
July 1  
to Ch  
for th

ALPHABET  
Cond  
ANGLO  
thei  
88, C  
ASSET  
COUN  
CLARE  
May  
Cave  
late  
HOOP  
befor  
petr  
aft  
NEW  
to b  
app  
June  
SULLI  
name  
Brit  
TASM  
Jul  
to  
WIG  
SED  
TODE

GORL  
INFAT  
LOND  
LAW  
MAS  
RIDE

WA  
MA

BAL  
BE  
BL  
BR  
BU  
BU  
CO  
CI  
D  
D  
F

**AUTOMATIC ROTARY CHECK TILL SYNDICATE, LIMITED**—Petition for winding up, presented May 14, directed to be heard before North, J., on June 6. Dyson, Bishopsgate st Within, colors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 5.

**BRITISH ULTRAMARINE MANUFACTURING CO, LIMITED**—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Mr William Webb, 11, Austin Friars.

**CONCESSIONS TRUST, LIMITED**—Petition for winding up, presented May 12, directed to be heard before North, J., on May 30. Wansey & Co, Moorgate st, colors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 29.

**COTTON WASTE DEALERS' ASSOCIATION, LIMITED**—Creditors are required, on or before June 17, to send their names and addresses, and the particulars of their debts or claims, to Ralph H Cowell, Castle Mill st, Oldham.

**ELECTRICAL ENGINEERING CORPORATION, LIMITED**—By an order made by Kekewich, J., dated May 2, it was ordered that the voluntary winding up of the corporation be continued. Godfrey Rhodes & Co, Chancery lane, colors for the petitioners.

**VALE OF CLWYD BRICK AND POTTERY CO, LIMITED**—Creditors are required, on or before July 6, to send their names and addresses, and the particulars of their debts or claims, to Charles George Haswell, 84, Foregate st, Chester. Lloyd & Roberts, Ruthin, colors for the liquidator.

*London Gazette*.—TUESDAY, May 26.

#### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**ALPHA AIR HORSE COLLAR AND SADDLERY CO, LIMITED**—Petition for winding up, presented May 22, directed to be heard before Stirling, J., on June 6. Lumley & Lumley, Conduit st, colors for petitioners.

**ALLO-FRENCH CORN CO, LIMITED**—Creditors are required, on or before July 4, to send their names and addresses, and the particulars of their debts or claims, to Harry Hands, 88, Colmore row, Birmingham. Hooper, Birmingham, color for liquidator.

**ASSETS AND DEBENTURE SECURITIES CORPORATION, LIMITED**—Petition for winding up, presented May 22, directed to be heard before Kekewich, J., on Saturday, June 6. Tanner, Circus pl, Finsbury, color for petitioner.

**CLARENDON LAND INVESTMENT AND AGENCY CO, LIMITED**—Petition for winding up, presented May 26, directed to be heard before North, J., on June 6. Marsden & Wilson, Old Cavendish st, colors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 5.

**HOOPER & CO, LIMITED**—Petition for winding up, presented May 25, directed to be heard before Stirling, J., on June 6. T W & T B Nelson, Laurence Pountney lane, colors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 5.

**NEW ZEALAND ANTHONY CO, LIMITED**—Petition for winding up, presented May 20, directed to be heard before Chitty, J., on June 6. West & Co, Cannon st, petraers. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 5.

**SULLIVAN & CO, LIMITED**—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to John Brock, British Alkali Works, Widnes.

**TASMANIAN MAIN LINE RAILWAY CO, LIMITED**—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to George Thomas Ball, 70 and 71, Bishopsgate st Within.

**WIGAN BRICK AND TILE CO, LIMITED**—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to James Taylor, 29, King st, Wigan. Pease & Ellis, Wigan, colors for liquidator.

#### FRIENDLY SOCIETIES DISSOLVED.

**GORLEY FRIENDLY SOCIETY**, Club House, Gorley, Hants May 21

**INFANTS' FUNERAL FRIENDLY SOCIETY**, Doncaster, York May 23

**LODE NEVER DESPAIR**, United Brethren Friendly Society, Elephant and Castle, Luton rd, Luton, Chatham, Kent May 20

**TODENHAM UNION SOCIETY**, Club Room, Todenham, Gloucester May 20

#### CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette*.—TUESDAY, May 12.

**MASTERMAN, JOHN**, Wakefield, Ironmonger. June 8. Nicholson v Masterman, Chitty, J. Scott, Wakefield.

**RIDLEY, SAMUEL**, Brighton, Auctioneer. June 11. Tidd v Plews, Kekewich, J. Lawrence & Co, Old Jewry chmrs

*London Gazette*.—FRIDAY, May 15.

**WALKER, JAMES**, Wolverhampton. June 10. Turley v Walker, North, J. Smith, Salters' Hall ct

*London Gazette*.—TUESDAY, May 19.

**MAY, JOHN RICHARD**, Flodden rd, Camberwell, Meat Salesman. June 25. May v Hunt, North, J. Fraser, Finsbury circus

#### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette*.—TUESDAY, May 12.

**BARRATT, THOMAS**, Warwick rd, Paddington, Gent. June 8. Farrar & Farrar, Wardrobe pl, Doctor's common.

**BENNETT, CHARLES**, Cubbington, Warwick, Publican. June 16. Overell & Son, Leominster Spa.

**BERRITT, WILLIAM**, Bevois hill, Southampton, Gent. June 12. Dixon, Southampton.

**BLACKMORE, SARAH CARRIDGE**, Southfields, Wandsworth, Surrey. June 12. Dixon, Southampton.

**BROMWICH, THOMAS**, Rugby, Land Agent. June 15. Wratislaw, Rugby.

**BULMER, JOHN**, Pocklington, Yorks, Wine Merchant. June 21. Robson, Pocklington.

**BUXTON, JOHN**, Malton, Yorks, Surveyor. June 30. Jackson & Co, Malton.

**COVELL, JAMES**, Westow hill, Upper Norwood, Butcher. June 15. Burgoyne & Co, Wood st, Cheapside.

**COX, JAMES**, Kingswood, nr Wotton under Edge, Glos, Flock Manufacturer. May 30. Chant & Co, Wotton under Edge.

**CROKER, REV. JOSEPH MORRISON**, Lavenham, Suffolk. July 1. W H Thompson & A Beck, Gorefield Vicarage, Wisbech.

**DARWENT, MARGARET**, Moss Side, nr Manchester. June 10. Sale & Co, Manchester.

**DYSON, RICHARD GODFREY**, Denne Hill, nr Canterbury, Lieut. 3rd Dragoon Guards. July 1. Emmett & Co, Bloomsbury sq.

**FIFE, JOSEPH BALCHINGDUE**, Croft, nr Darlington, Esq. June 23. Brown & Son, Newcastle on Tyne.

**HADFIELD, JOSEPH**, Manor rd, Stoke Newington, Secretary to the Gt Eastern Ry Co. June 17. Damant, Liverpool street Station.

**HARGREAVES, EMMA**, Clevgate, Esher, Surrey. June 22. Nelson & Co, Leeds.

**JONES, ELLEN THOMAS**, Llanfair, Carnarvon. June 3. Owen, Pwllheli.

**LAMB, JOSEPH**, Birkenhead, Surgeon. June 15. Lamb & Taylor, Birkenhead.

**MACLEOD, HENRY SAFFREY**, Bognor, Sussex. June 18. Foster, Queen st pl, Cannon st.

**MARGETSON, EMMA**, Pollatt grove, Wood Green. June 1. Runcay, Basinghall st.

**MOORE, ELICE**, Limerton st, Chelsea. June 21. Shaen & Co, Bedford row.

**PARKER, JOHN**, Blackburn, Hay Dealer. June 6. Holland & Callis, Blackburn; and II Whalley, Blackburn.

**POTTER, MARY**, Park rd, Liverpool. June 22. J T Smith & Son, Liverpool.

**SCULL, JAMES**, Clifton, Bristol, retired Provision Merchant. July 9. Bevan & Co, Bristol.

**SHACKLETON, GEORGE HENRY**, Sunderland, Confectioner. June 22. Ritson, Sunderland.

**SHENSTON, HENRY FREDERICK**, Helmet row, St Luke's, Furrier. June 8. Rutland, Chancery lane.

**SMITH, BENJAMIN**, Cathay, Bristol, Licensed Victualler. June 20. Siby & Co, Bristol.

**STEAD, MARGARET**, Boston Spa, nr Leeds. June 21. Simpsons & Denham, Leeds.

**STEAD, SAMUEL**, Boston Spa, nr Leeds, Gent. June 21. Simpsons & Denham, Leeds.

**STEPHENS, JOHN**, St Budeaux, Devon, Yeoman. June 8. Stanbury, Plymouth.

**STEPHENS, MARY**, St Budeaux, Devon. June 8. Stanbury, Plymouth.

**SWANZY, JAMES WILDMAN**, Tottenham court rd, Barrister at law. June 10. Lillard & Baker, St Quebec st, Montague square.

**TRITTAU, ROBERT**, Falcon square, Button Agent. May 30. Jones & Co, Coleman st.

**TAYLOR, JOSEPH LECAUD**, Saffron Walden, Essex. June 12. Wade & Lyall, St Helen's place, and Saffron Walden.

**TAYLOR, WILLIAM**, Overton rd, Angel park, Brixton. June 13. J. A. S. Webb, 38, St Helen's rd, Hastings.

**VERNON, ANNE FRANCES**, Hucclecote. June 20. Whitecombe & Gardom, Gloucester.

**WALTERS, JOHN**, Llanweck, Llandenny, Mon, retired Farmer. July 1. Watkins, Pontypool.

**WATKINSON, GEORGINA**, St George's terr, Sheffield.

**WILSON, WILLIAM TAYLOR**, Bingley, Yorks, Coal Merchant. July 1. Platts, Bingley.

**WOLSTENHOLME, MARY**, York. June 1. Calvert, York and Scarborough.

*London Gazette*.—FRIDAY, May 15.

**ANDREWS, EDWIN**, Worcester, Gent. June 20. F & H Corbett, Worcester.

**ANDREW, HENRY**, Norwegian Wharf, Blackwall, Stone Merchant. June 20. Williams & James, Norfolk House, Thames Embankment.

**BACKHOUSE, ARTHUR CAROLINE**, Waterhead Hotel, nr Ambleside, Westmorland. July 1. Arnold & Greenwood, Kendal.

**CARNE, EDWARD CLIFFON**, Falmouth, Brewer. June 21. Marrack & Co, Truro.

**COUSENS, CHARLES CORNETT BACON**, Weston super Mare, Gent. June 1. Brown, Bristol.

**CUMMINGS, WILLIAM NAZEBY**, Grove lane, Camberwell. July 25. Keeble, Gresham st.

**DAVIS, WOOLF**, Borough Market, Southwark, Fruiterer. May 30. Romain, Bishopsgate st Without.

**DOUGLAS, JOHN SHEPHERD**, Lyndhurst rd, Hampstead, Esq. June 20. Wood & Co, Raymond bridge, Gray's inn.

**FARQUHARSON, ELIZABETH ANN**, Berners st. June 21. Williams & James, Norfolk House, Thames Embankment.

**FORSTER, JESSE CLARK**, Rochester, Gent. June 22. Prall, Rochester.

**FRASER, ANNE**, Radstock rd, Liverpool. June 15. Jones & Co, Liverpool.

**GRAY, MARY ELIZABETH**, Arlington rd, Camden town. June 22. Kilby, College hill, Cannon street.

**GUY, REV FREDERIC BARLOW**, D.D., Great Leighs, Essex. June 18. Snow & Co, Gt St Thomas Apostle, Queen st.

**HANCOCK, EDWARD CAMPBELL**, North Claines, Wore, Colour Manufacturer. June 19. H. G. Hancock, Hazeldene, Barbourne.

**HEBBLETHWAITE, THOMAS FREDERICK**, Kingston upon Hull, Land Agent. July 1. Thompson & Co, Hull.

**HILL, LOUISA MARIA**, Compton Marsh, Berks. June 30. Kilby & Mace, Banbury.

**HOOPER, WILLIAM HENRY**, Tenby, Pems, Barrister at Law. June 21. Stokes, Tenby.

**JACK, MARY JEMIMA**, Inverness house, Lancaster gate. July 1. Saxton & Morgan, Somerset st, Portman square.

**KINROSS, JOHN**, Woodford, Essex, Teacher of Music. June 20. Tabourdine & Hitchcock, Gracechurch st.

**MARSON, THOMAS**, Upper Tean, Staffs, Yeoman. May 29. Cooper & Co, Uttoxeter.

**MOORE, THOMAS**, Witton, nr Northwich, Rockminer. June 5. Dixon, Northwich, Cheshire.

**MULREADY, WILLIAM HENRY**, The Grove, Hammersmith, Gent. June 23. Sawbridge & Son, Aldermanbury.

**NAYLAE, JAMES GOUGE**, Rochester, Builder. June 22. Prall, Rochester.

**NEILL, HENRY JAMES**, Belfast, Merchant. July 1. L'Estrange & Brett, Belfast and Dublin.

**NICHOLLS, GEORGE PYKE**, Chase Side, Southgate. June 8. Robins & Co, Lincoln's Inn.

**OUCENDES, MARY**, Montpelier st, Brighton. July 9. Sawyer, Brighton.

**OWEN, JOHN**, Clydye, Pems, Gent. July 15. Tyas & Huntington, King st, Cheapside.

**PARKER, FRANCIS**, Kington, Hereford, Draper. June 20. Temple & Philip, Kington.

**PARBOTT, HENRY**, Charlton st, Somers Town, St Pancras, Cowkeeper. June 24. Newton & Co, Leighton Buzzard.

**PICKFORD, JOHN**, Yeovil, Somerset, Gent. July 1. H S & S Watts, Yeovil.

**PORRITT, JOSEPH**, Manchester, Licensed Victualler. June 8. Ryley, Bolton.

**PORTER, ISABEL ELIZA**, Gordon rd West, Ealing. July 1. Woottes & Sons, Finsbury circus.

**POWNALL, WILLIAM RICKETTS**, Highwood rd, Holloway, Esq. June 21. Young & Co, St Mildred's court, Poultry.

**RIMMER, THOMAS**, Huyton, Lancs, Gent. July 1. T. J. Smith & Son, Liverpool.

**TIMMS, THOMAS JOSEPH**, Eccleshall, Staffs, Farmer. June 21. Cooper & Yates, Eccleshall.

**WALKER, THOMAS**, Woodlands, nr Doncaster. June 21. Bompas & Co, Gt Winchester st.

**WARBURTON, JANE**, Atherton, Lancs. June 16. Hope, Atherton and Wigan.

**WEBBER, ROBERT**, Trinity rd, Wood Green, Gent. June 21. Davies, Moorgate st.

**WELLS, CHARLES**, Moxley, nr Wednesbury, Staffs, Ironmaster. June 21. Fawler & Page.

**WELLS, THOMAS**, Moxley, nr Wednesbury, Ironmaster. June 21. Fawler & Page, Wednesbury.

**WILKERSON, WILLIAM WEBB**, Nottingham, Gent. June 15. Pierce, Nottingham.

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 22.

## RECEIVING ORDERS.

- ALLEN, ARTHUR BARROW, Moorgate st, Solicitor High Court Pet May 16 Ord May 16
- ASHTON, RICHARD RICE, Battle, Sussex, late Furniture Dealer Hastings Pet April 27 Ord May 12
- BAKER, JOHN, Newfoundland Pool, Leics, Boot Manufacturer's Foreman Leicester Pet May 13 Ord May 13
- BARKER, SAMUEL, Ousefleet, nr Goole, Yorks, Farmer Wakefield Pet May 12 Ord May 12
- BISHOP, WALTER GEORGE, Nailsea, Somersetshire, Butcher Bristol Pet May 19 Ord May 19
- BRINDLEY, EDWARD, Derby, Ironmonger's Manager Derby Pet May 16 Ord May 16
- BRISTOL, WILLIAM ERNEST, Gt Grimsby, Journeyman Confec-tioner Gt Grimsby Pet May 15 Ord May 15
- BROWN, WILLIAM, Landport, Basket Manufacturer Portsmouth Pet May 20 Ord May 20
- BRUNTON, JAMES ROBERT, and JAMES BATSTONE, Queen Victoria st, Tailors High Court Pet April 25 Ord May 19
- BURRELL, PERCY GEORGE, Leicester, Cabinet Maker Leicester Pet May 16 Ord May 16
- BURROWS, WILLIAM HENRY, Penryn, Cornwall, Grocer Truro Pet May 8 Ord May 19
- CHRISTIE, H. R., Sandgate, Kent Canterbury Pet April 18 Ord May 15
- CLAUKE, FREDERICK, Royal Leamington Spa, Tobacconist Warwick Pet May 20 Ord May 20
- CLARKE, WILLIE, Leamington Priors, Builder Warwick Pet May 16 Ord May 16
- COHEN, ROSE ANNIE, Brighton, Boarding house Keeper Brighton Pet Jan 2 Ord Jan 26
- ENGLAND, EDWIN PARSONS, Leicester, Aerated Water Manufacturer Leicester Pet May 15 Ord May 16
- EVANS, EDWARD MORRIS, Penymaen, Holywell, Flint, Clerk of the Holywell School Board Chester Pet May 16 Ord May 16
- FARMER, EDWIN, Charterhouse bldgs, Millinery Manufacturer High Court Pet May 16 Ord May 16
- HESTER, GEORGE HARRIS, Richmond, Surrey, formerly Tobacconist Wandsworth Pet May 20 Ord May 20
- HICK, JOHN, Trevellien, Luxulyan, Cornwall, Farmer Truro Pet May 20 Ord May 20
- JONES, JAMES, Leicester, Draper Leicester Pet May 16 Ord May 16
- KNIGHT, CHARLES HENRY, Littlehampton, Sussex, Auctioneer Brighton Pet May 20 Ord May 20
- MAJOR, FREDERICK, Folkestone, Builder Canterbury Pet May 15 Ord May 15
- MATES, FRANCIS ISAAC Aylsham, Norfolk, Carter Norwich Pet May 20 Ord May 20
- NEVILLE, MARY, Ashton New Town, Warwickshire, Baker Birmingham Pet May 5 Ord May 20
- NEWTON, EDWIN HENRY ARMSTRONG, St George's sq, Solicitor High Court Pet April 22 Ord May 20
- O'BRIE, MARIA CATHERINE DEACON, Redcliffe grds, Boarding House Keeper, late Restaurant Keeper High Court Pet May 20 Ord May 20
- PATERSON, THOMAS HANDEL, Newcastle on Tyne, Provision Merchant Newcastle on Tyne Pet May 1 Ord May 14
- PLUMIDGE, WILLIAM EDWARD, Oxford, Builder Oxford Pet May 19 Ord May 19
- QUINN, JOHN, Daubhill, Lancs, Coal Dealer Bolton Pet May 21 Ord May 21
- REMPY, GEORGE HENRY, Swanley, Kent, Schoolmaster Rochester Pet May 20 Ord May 20
- ROBERTS, OWEN, Festiniog, Merioneth, Grocer Blaenau Festiniog Pet May 19 Ord May 19
- RUSSELL, JOHN EDWARD, Birdsbush, Donhead St Mary, Wilts, Wheelwright Salisbury Pet May 16 Ord May 16
- SAMUEL, WILLIAM, Morriston, Swansea, Doubler in Tin-works Swansea Pet May 16 Ord May 16
- SEALE, JOHN, Jernyn st, of no occupation High Court Pet March 24 Ord May 11
- STONEWELL, SAMUEL, Blackburn, Grocer Blackburn Pet May 15 Ord May 15
- WAES, HARRY, Skirbeck, Lincs, Horse Breaker Boston Pet May 19 Ord May 19
- WILSON, MAURICE, Todmorden, Lancs, Wholesale Green-grocer Burnley Pet May 16 Ord May 16
- YORATH, ANTHONY, Ynysdwr, Aberdare Junction, Glam, Labourer Pontypridd Pet May 15 Ord May 15

## FIRST MEETINGS.

- ATKINSON, DAVID (deceased), late of Harrogate, late Boot-maker June 1 at 12.30 Off Rec, York
- BAKE, JOHN, Newfoundland Pool, Leics, Boot Manufacturer's Foreman May 29 at 12.30 Off Rec, 31, Friar lane, Leicester
- BARKER, SAMUEL, Ousefleet, nr Goole, Yorks, Farmer May 29 at 12.30 Lowther Hotel, Goole
- BARRELL, ELLIOT, Duston, Northamptonshire, retired Superintendent of Police May 29 at 12.15 County Court bldgs, Northampton
- BOGGIA, PERCY, Sandgate, Kent May 29 at 9.15 Off Rec, 5, Castle st, Canterbury
- BRIGHTON, HENRY WILLIAM BICKS, Worship st, Solicitor June 5 at 1.30 Carey st, Lincoln's inn fields
- BUCKLEY, HARRIET, Stoke upon Trent, Grocer May 29 at 2 Off Rec, Newcastle under Lyme
- BULBURN, WILLIAM HENRY, Penryn, Cornwall, Grocer May 29 at 11.30 Off Rec, Boscombe st, Truro
- BUTLER, EDWARD, and NOAH BUTLER, Buckingham rd, Harlesden, Coach Builders June 5 at 12.30 Carey st, Lincoln's inn fields
- CLIFTON, CYRUS ARTHUR, Taunton, Surgeon May 29 at 11 Off Rec, 56, Hatmet st, Taunton
- COUCHMAN, ROBERT WALPOLE, Southwark bldgs, Chancery lane, Law Stationer June 5 at 11.30 Carey st, Lincoln's inn fields
- DAVIES, HUGH, Trellaw, Glam, Builder May 29 at 12 Off Rec, Merthyr Tydfil
- EVANS, EDWARD MORRIS, Penymaen, Holywell, Flint, Clerk of the Holywell School Board June 1 at 12 Off Rec, Crypt chmrs, Chester
- EVENDEN, FRANK, Ramsgate, Saddler June 3 at 10 Off Rec, 5, Castle st, Canterbury
- FULLER, GEORGE JOHN, Gresham st, Surveyor June 3 at 1 33, Carey st, Lincoln's inn fields
- GODFREY, EDWARD CROTCHE, Guilford pl, Russell sq, Solicitor June 3 at 2 Holymoat chmrs, Newport
- GREEN, JAMES, Leicester, Boot Manufacturer June 2 at 12.30 Off Rec, 34, Friar lane, Leicester
- HALLS, JAMES PARLETT HORNEY, late Courtfield gins, South Kensington, Stock Broker June 3 at 12.30, Carey st, Lincoln's inn fields
- HANCOCK, JOHN, Plympton St Maurice, Devon, Licensed Victualler May 29 at 11.10, Atheneum ter, Plymouth
- HICKMAN, HARRY, late of Hastings, Licensed Victualler June 3 at 2 Holymoat chmrs, Newport
- HUGHES, DAVID, St Asaph, Flint, Butcher June 4 at 11.30 Police Court, Bangor
- MAJOR, FREDERICK, Folkestone, Builder June 3 at 2 73, Sandgate rd, Folkestone
- MARSH, CHARLES HENRY CROMWELL, Dover, Watchmaker June 30 at 11 Ridder's Hotel, Holborn, London
- MORGAN, W. L., late of Sharpe's bldgs, Minories, Tea Merchant June 3 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
- NORRIS, GEORGE JOHN, Worgate st, Hoxton, Cabinet Maker June 4 at 1.30 Carey st, Lincoln's inn inn
- OLDFIELD, MARY, Leadenhall st, Gent June 3 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn inn
- PAYNE, JAMES, Halesworth, Suffolk, Coal Dealer May 30 at 1 Off Rec, 8, King st, Norwich
- QUINN, JOHN, Daubhill, Lancs, Coal Dealer June 1 at 11.15 Wood st, Bolton
- REMPY, GEORGE HENRY HORATIO, Swanley, Kent, Schoolmaster June 8 at 11.30 Off Rec, High st, Rochester
- RICE, HARRY, Commercial rd, Stepney, Furniture Dealer June 2 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn inn
- ROSS, HENRY JAMES GORDON, Continental Hotel, Paris June 3 at 2.30 33, Carey st, Lincoln's inn inn
- SAMUEL, WILLIAM, Morriston, Swansea, Doubler in Tin Works May 30 at 12 Off Rec, 97, Oxford st, Swansea
- SAUNDERS, SYDNEY JOHN, Station rd, Finsbury Park, Gropet June 3 at 11.30 Carey st, Lincoln's inn inn
- SHORROCKS, & CO., ROBERT, Farmworth, Lancs, Spindle Makers June 4 at 11.15 Wood st, Bolton
- TOWNSEND, THOMAS, Leeds, Rent Collector June 1 at 11 Off Rec, 22, Park row, Leeds
- WAREING, H. B., late Cambridge grds, Nottingham, Gent June 4 at 12.30 Carey st, Lincoln's inn inn
- WHITEFIELD, MATTHEW, SAMUEL STANDIDGE, WALTON WHITEFIELD and GEORGE WHITEFIELD, Kingston upon Hull, Provision Merchants May 29 at 10.30 Off Rec, Trinity House lane, Hull
- YORATH, ANTHONY, Ynysdwr, Aberdare Junction, Glam, Labourer May 29 at 3 Off Rec, Merthyr Tydfil

- Clerk to the Holywell School Board June 1 at 12 Off Rec, Crypt chmrs, Chester
- EVENDEN, FRANK, Ramsgate, Saddler June 3 at 10 Off Rec, 5, Castle st, Canterbury
- FULLER, GEORGE JOHN, Gresham st, Surveyor June 3 at 1 33, Carey st, Lincoln's inn fields
- GODFREY, EDWARD CROTCHE, Guilford pl, Russell sq, Solicitor June 3 at 2 Holymoat chmrs, Newport
- GREEN, JAMES, Leicester, Boot Manufacturer June 2 at 12.30 Off Rec, 34, Friar lane, Leicester
- HALLS, JAMES PARLETT HORNEY, late Courtfield gins, South Kensington, Stock Broker June 3 at 12.30, Carey st, Lincoln's inn fields
- HANCOCK, JOHN, Plympton St Maurice, Devon, Licensed Victualler May 29 at 11.10, Atheneum ter, Plymouth
- HICKMAN, HARRY, late of Hastings, Licensed Victualler June 3 at 2 Holymoat chmrs, Newport
- HUGHES, DAVID, St Asaph, Flint, Butcher June 4 at 11.30 Police Court, Bangor
- MAJOR, FREDERICK, Folkestone, Builder June 3 at 2 73, Sandgate rd, Folkestone
- MARSH, CHARLES HENRY CROMWELL, Dover, Watchmaker June 30 at 11 Ridder's Hotel, Holborn, London
- MORGAN, W. L., late of Sharpe's bldgs, Minories, Tea Merchant June 3 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
- NORRIS, GEORGE JOHN, Worgate st, Hoxton, Cabinet Maker June 4 at 1.30 Carey st, Lincoln's inn inn
- OLDFIELD, MARY, Leadenhall st, Gent June 3 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn inn
- PAYNE, JAMES, Halesworth, Suffolk, Coal Dealer May 30 at 1 Off Rec, 8, King st, Norwich
- QUINN, JOHN, Daubhill, Lancs, Coal Dealer June 1 at 11.15 Wood st, Bolton
- REMPY, GEORGE HENRY HORATIO, Swanley, Kent, Schoolmaster June 8 at 11.30 Off Rec, High st, Rochester
- RICE, HARRY, Commercial rd, Stepney, Furniture Dealer June 2 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn inn
- ROSS, HENRY JAMES GORDON, Continental Hotel, Paris June 3 at 2.30 33, Carey st, Lincoln's inn inn
- SAMUEL, WILLIAM, Morriston, Swansea, Doubler in Tin Works May 30 at 12 Off Rec, 97, Oxford st, Swansea
- SAUNDERS, SYDNEY JOHN, Station rd, Finsbury Park, Gropet June 3 at 11.30 Carey st, Lincoln's inn inn
- SHORROCKS, & CO., ROBERT, Farmworth, Lancs, Spindle Makers June 4 at 11.15 Wood st, Bolton
- TOWNSEND, THOMAS, Leeds, Rent Collector June 1 at 11 Off Rec, 22, Park row, Leeds
- WAREING, H. B., late Cambridge grds, Nottingham, Gent June 4 at 12.30 Carey st, Lincoln's inn inn
- WHITEFIELD, MATTHEW, SAMUEL STANDIDGE, WALTON WHITEFIELD and GEORGE WHITEFIELD, Kingston upon Hull, Provision Merchants May 29 at 10.30 Off Rec, Trinity House lane, Hull
- YORATH, ANTHONY, Ynysdwr, Aberdare Junction, Glam, Labourer May 29 at 3 Off Rec, Merthyr Tydfil

- WILLIAMS, MARY, Clifton, Bristol, Lodging House Keeper Bristol Pet May 12 Ord May 20
- WILSON, MAURICE, Todmorden, Lancs, Wholesale Green-grocer Burnley Pet May 16 Ord May 16
- WILSON, R. W., Hart st, Bloomsbury High Court Pet Feb 25 Ord May 16
- WOODHOUSE, THOMAS VERNON, Nottingham, Timber Merchant Nottingham Pet May 8 Ord May 16
- WRIGHT, CHARLES HENRY, Littlehampton, Sussex, Ancient Pioneer Brighton Pet May 20 Ord May 20
- YORATH, ANTHONY, Ynysdwr, Aberdare Junction, Glam, Labourer Pontypridd Pet May 15 Ord May 19
- London Gazette—TUESDAY, May 26.
- RECEIVING ORDERS.
- JAMES APPLEY & Co., Birmingham, Stampers Birmingham Pet May 12 Ord May 22
- BARNES, DOROTHY ANNE, Whiby, Yorks, Widow Stockton on Tees and Middlesborough Pet March 21 Ord May 20
- CARTER, JOSEPH HENRY, Great Queen st, Lincoln's inn fields, Picture Dealer High Court Pet May 21 Ord May 21
- CROSS, THOMAS, Bramley, nr Leeds, Gent Leeds Pet April 15 Ord May 22
- CURRIE, HENRY JOSEPH, Fell on Tyne, Manufacturer of Patent Medicines Newcastle on Tyne Pet May 21 Ord May 21
- DANTY, THOMAS, Plymouth, Boot Maker East Stonehouse Pet May 22 Ord May 22
- DARE, WILLIAM, Cardiff, Monumental Sculptor Cardiff Pet May 22 Ord May 22
- DUNNILL, JEREMIAH WALTER, Leeds, Commercial Traveller Leeds Pet May 21 Ord May 21
- EDGCOMBE, JAMES, Plymouth, Jeweller East Stonehouse Pet May 8 Ord May 22
- FARNELL, ATKINSON, and JOHN THOMAS TOWERNEND, Halifax, Worsted Spinners Halifax Pet May 16 Ord May 16
- FARS, WILLIAM, Cleobury Mortimer, Salop, Licensed Victualler Kidderminster Pet May 14 Ord May 14
- FIELDING, JOHN HENRY, Elland, Yorks, Ironmonger Halifax Pet May 11 Ord May 23
- FRANKS, M., Hackney rd, Leather Merchant High Court Pet May 7 Ord May 22
- FREEMAN, HENRY, and ISRAEL FREEMAN, Liverpool, Tailors Liverpool Pet May 21 Ord May 21
- GARDNER, WILLIAM (jun.), Leeds, Boot Manufacturer Leeds Pet May 21 Ord May 21
- GLADWIN, EMILY, Bognor, Sussex, Frilling Manufacturer High Court Pet May 22 Ord May 22
- GOULD, W. N., Kewell rd, High st, Chelmsford, Builder Wardswoth Pet April 21 Ord May 21
- HEATON, WILLIAM, and SARAH ELIZABETH HEATON, his wife, Keighley, Yorks, Licensed Victuellers Bradford Pet May 21 Ord May 21
- HOU, WILLIAM, Redland, Bristol, Carpenter Bristol Pet May 23 Ord May 23
- KLYNE, RICHARD WILLIAM, Jarrow, Durham, Hatter Newcastle on Tyne Pet May 22 Ord May 22
- LAWRENCE, WILLIAM, Kingsland rd, Carriage Builder High Court Pet May 20 Ord May 23
- MEENZ, FREDERICK LOUIS PHILIP, Wakefield, Pork Butcher Wakefield Pet April 16 Ord May 21
- MILES, JAMES, Street, Somerset, Engineer Wells Pet May 23 Ord May 23
- OLDHAM, FRANK ERNEST, Reading, Ironmonger Reading Pet May 19 Ord May 19
- OWEN, JOHN, Llanfairpwllgwyngyll, Anglesey, Coal Dealer Bangor Pet May 22 Ord May 22
- PETTY, WILLIAM MINER, Newgate st, Lambeth walk, China Merchant High Court Pet May 23 Ord May 23
- PHILLIPS, JOHN HOLLIES, Netherthorn, Worcester, Licensed Victueller Dudley Pet May 21 Ord May 21
- POLLARD, THOMAS, Halifax, Pork Butcher Halifax Pet May 23 Ord May 23
- RYAN, CAROLINE RICHARDS, Grassendale, nr Liverpool, School Proprietor Liverpool Pet May 22 Ord May 22
- FARNSWELL, ERNEST, Grafton rd, Kentish Town, Cheesemonger High Court Pet May 21 Ord May 21
- SOUTHGATE, EPHRAIM SAMUEL GEORGE, Barney, Norfolk, Grocer Norwich Pet May 23 Ord May 23
- SPARKE, ESTHER, Southsea, Milliner Portsmouth Pet May 23 Ord May 23
- THOMAS, JACOB, Cwmcarn, Mon, Grocer Newport, Mon Pet May 23 Ord May 23
- TUSTIN, WALTER HARRY, Abingdon, Brewer Oxford Pet May 20 Ord May 20
- TYSON, E. J. D., Brighton, Willow High Court Pet April 30 Ord May 21
- WIGGINS, EDWARD JOYNES, Budge row, Chemical Agent High Court Pet May 5 Ord May 21
- WILLOUGHBY, THOMAS, Redruth, Cornwall, Builder Truro Pet May 23 Ord May 23
- FIRST MEETINGS.
- ADDISON, JAMES GRAY, Rye lane, Peckham, Greengrocer June 8 at 12.30 Carey st, Lincoln's inn fields
- ANDREWS, WILLIAM, late Thorold rd, Ilford June 8 at 1 33, Carey st, Lincoln's inn fields
- BISHOP, WALTER GEORGE, Nailsea, Somerset, Butcher June 10 at 3 Off Rec, Bank chmrs, Bristol
- BRINDLEY, EDWARD, Derby, Derbik, Ironmonger's Manager June 2 at 2.30 Off Rec, St James's chmrs, Derby
- BRISTER, WILLIAM ERNEST, Gt Grimsby, Journeyman Confec-tioner June 3 at 10.30 Off Rec, 15, Osborne st, Gt Grimsby
- CHRISTIE, H. R., Sandgate, Kent June 5 at 9.30 Off Rec, 5, Castle st, Canterbury
- CLARKE, FREDERICK, Royal Leamington Spa, Tobacconist June 4 at 12.30 Off Rec, 17, Hertford st, Coventry
- CLARKE, WILLIE, Leamington Priors, Builder June 4 at 12 Off Rec, 17, Hertford st, Coventry
- DIX, JOHN, sen, Hendon, Brewer June 2 at 3 Off Rec, 26, Temple chmrs, Temple ave

ELLIS, JOSEPH, Cloudesley pl, Liverpool rd, Islington, late Shoemaker June 3 at 11 33, Carey st, Lincoln's inn fields.  
 FARNELL, ATKINSON, and JOHN THOMAS TOWNSEND, Halifax, Worsted Spinners June 3 at 11 Off Rec, Halifax.  
 FIELDING, JOHN HENRY, Elland, Yorks, Ironmonger June 3 at 12 Off Rec, Halifax.  
 GATES, THOMAS, Middlesborough, Ironmonger June 3 at 3 Off Rec, 8, Albert rd, Middlesborough.  
 GOODWILL, WILLIAM ERNEST, Birmingham, Chemist June 5 at 3 25, Colmore row, Birmingham.  
 HARVEY, FREDERICK, WILLIAM, Hitchin, Herts, Hairdresser June 4 at 11.30 Court house, Luton.  
 HEATON, WILLIAM, and SARAH ELIZABETH HEATON, Keighley, Yorks, Licensed Victuallers June 4 at 3.30 Off Rec, 31, Manor row, Bradford.  
 HICK, JOHN, Trevellion, Luxulyan, Cornwall, Farmer June 6 at 10.30 Off Rec, Boswenn st, Truro.  
 HOOPER, WILLIAM, Milton st, Mantle Manufacturer June 5 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 JAMES, GEORGE, Southport, Stockbroker June 9 at 2 Off Rec, 35, Victoria st, Liverpool.  
 JUDD, WILLIAM HENRY, Sheffield, Commission Agent June 4 at 3 Off Rec, Fivegate lane, Sheffield.  
 KNIGHT, CHARLES HENRY, Littlehampton, Sussex, Auctioneer June 2 at 12 Terminus Hotel, Littlehampton.  
 LIDDELL, WILLIAM, Durham, Draper June 2 at 1 Three Tuns Hotel, Durham.  
 MARTINDALE, WILLIAM, Watford, Herts, Jeweller June 4 at 3 Off Rec, 95, Temple chamber, Temple avenue.  
 MAYES, FRANCIS ISAAC, Aylsham, Norfolk, Carter June 6 at 12 Off Rec, 8, King st, Norwich.  
 MUSGRAVE, MARTHA KENNEDY, Richmond, Yorks, Innkeeper June 8 at 11.30 Court house, Northallerton.  
 NICHOLAS, J. T. STRAND, Money Lender June 11 at 11 33, Carey st, Lincoln's inn fields.  
 OWEN, JOHN, Llanfairpwllgwyngyll, Anglesey, Coal Dealer June 4 at 11.30 Court house, Bangor.  
 PLUMERIDGE, WILLIAM EDWARD, Oxford, Builder June 5 at 3.30 1, St Aldate's, Oxford.  
 POLLARD, THOMAS, Halifax, Pork Butcher June 3 at 10.30 Off Rec, Halifax.  
 RUSSELL, JOHN EDWARD, Dombead St Mary, Wilts, Wheelwright June 8 at 12.30 Off Rec, Salisbury.  
 SEANOR, SAM, Bradford, Yeast Dealer June 2 at 12 Off Rec, 31, Manor row, Bradford.  
 SMITH, ARTHUR BENJAMIN, Cheltenham, late Hotel Proprietor June 5 at 3.30 County Court bldgs, Cheltenham.  
 STANLEY, EDMUND HILL, Leicester Huns, Gipsy hill, Financial Agent June 4 at 2.30 33, Carey st, Lincoln's inn fields.  
 SUCKLING, HENRY, Balsall Heath, Warks, Ironfounder June 4 at 11.30 Colmore row, Birmingham.  
 SUTTON, JAMES MANNERS, Battledown, Cheltenham, Draper's Assistant June 5 at 2.30 County Court bldgs, Cheltenham.  
 THOMAS, WILLIAM WILLIAMS, Queen Victoria st June 8 at 11 33, Carey st, Lincoln's inn fields.  
 WAES, HARRY, Skirbeck, Lincs, Horsebreaker June 4 at 12.15 Off Rec, 48, High st, Boston.  
 WHARTON, JOHN, Smethwick, Staffs, Fruiterer June 8 at 10.30 County Court, West Bromwich.  
 WILKES, THOMAS JOHN, Barnborough, Hants, Draper June 4 at 12.30 22, Railway app, London bridge.

I the following amended notice is substituted for that published in the London Gazette, May 15.

STEEL, JOSEPH, Ulverston, Lancs, Shoemaker May 25 at 11 Off Rec, 16, Corawallis st, Barrow in Furness

#### ADJUDICATIONS.

BENTON, PHILIP, the younger, Oldbury, Great Wakering, Essex, Farmer Chelmsford Pet April 3 Ord May 19.  
 BRANSTON, SIMON ZIMRI, High st, Kingston, Grocer High Court Pet May 2 Ord May 22.  
 CLARKE, FREDERICK, Royal Leamington Spa, Tobacconist Warwick Pet May 30 Ord May 22.  
 CLARKE, WILLIE, Leamington Priors, Builder Warwick Pet May 15 Ord May 21.  
 DANTY, THOMAS, Plymouth, Bootmaker East Stonehouse Pet May 22 Ord May 22.  
 DARE, WILLIAM, Cardiff, Monumental Sculptor Cardiff Pet May 22 Ord May 22.

DEAN, JOHN, and ARTHUR ADAMS, Northampton, Shoe Manufacturer Northampton Pet April 13 Ord May 11.  
 DOPSON, CHARLES, Lower Grosvenor place, Linen Merchant High Court Pet April 20 Ord May 22.

DORMER, MICHAEL FREDERICK, Balham, Surrey, Artists' Colourman Wandsworth Pet April 21 Ord May 21.  
 DUNNILL, JEREMIAH WALTER, Leeds, Commercial Traveller Leeds Pet May 21 Ord May 21.

DYAS, CHARLES EDWARD, Winchester, Innkeeper Winchester Pet April 6 Ord April 8.

FARNELL, ATKINSON, and JOHN THOMAS TOWNSEND, Halifax, Worsted Spinners Pet May 16 Ord May 16.

FARR, WILLIAM, Cleobury Mortimer, Licensed Victualler Kidderminster Pet May 11 Ord May 14.

FETHERSTONE, WILLIAM, Folkestone, Plumber Canterbury Pet May 27 Ord May 22.

FEKMAN, HENRY, and ISRAEL FREEMAN, Liverpool, Tailors Liverpool Pet May 21 Ord May 21.

GARDNER, WILLARD, jun, Leeds, Boat Manufacturer Leeds Pet May 21 Ord May 21.

GODFREY, EDWARD CROFT, Guilford pl, Russell sq, Solicitor Newport and Ryde Pet May 4 Ord May 20.

GOLDBERG, ABRAHAM, East India rd, Poplar, Tailor High Court Pet Feb 16 Ord May 21.

HALL, FRANCIS GEORGE, Newbury, Berks, Chemist Newbury Pet May 11 Ord May 21.

HEATON, WILLIAM, and SARAH ELIZABETH HEATON, his wife, Keighley, Yorks, Licensed Victuallers Bradford Pet May 21 Ord May 21.

HOUL, WILLIAM, Redland, Bristol, Carpenter Bristol Pet May 23 Ord May 23.

KEYNE, RICHARD, WILLIAM, Jarrow, Durham, Hatter Newcastle on Tyne Pet May 22 Ord May 22.

LUNN, WILLIAM HENRY, Coleshill, Hants, Grocer Portsmouth Pet May 22 Ord May 23.

MARTINDALE, WILLIAM, Watford, Herts, Jeweller St Albans Pet April 28 Ord May 22.  
 MILES, JAMES, Street, Somerset, Engineer Wells Pet May 23 Ord May 23.  
 NEVILLE, MARY, Aston Newtown, Warwickshire, Baker Birmingham Pet May 5 Ord May 22.  
 O'BRIEN, MARIA CATHERINE DEACON, Redcliffe gdns, Boarding house Keeper High Court Pet May 20 Ord May 23.  
 OWEN, JOHN, Llanfairpwllgwyngyll, Anglesey, Coal Dealer Benger Pet May 22 Ord May 22.  
 PHILLIPS, JOHN, HOLLIERS, Nethermon, Wors., Licensed Victualler Dudley Pet May 21 Ord May 21.  
 PLUMERIDGE, WILLIAM EDWARD, Oxford, Builder Oxford Pet May 19 Ord May 23.  
 QUINN, JOHN, Daubhill, Lanes, Coal Dealer Bolton Pet May 21 Ord May 21.  
 ROBERTS, SAMUEL, Richford st, Hammersmith, no occupation High Court Pet April 28 Ord May 22.  
 SPARKE, ESTHER, Southsea, Milliner Portsmouth Pet May 22 Ord May 23.  
 STAFFORD, CHARLES, jun, St James Barton, Bristol, House Decorator Bristol Pet May 14 Ord May 21.  
 STAFFORD, WILLIAM, and THOMAS MULLETT, Kingston on Hull, Cabinet Manufacturers Kingston on Hull Pet April 23 Ord May 22.  
 SUTTON, JAMES MANNERS, Battledown, Cheltenham, Draper's Assistant Cheltenham Pet May 12 Ord May 21.  
 THOMAS, JACOB, Cwmearne, Mon, Grocer Newport, Mon Pet May 23 Ord May 23.  
 TIBBITS, HERBERT, Wimpole st, Physician High Court Pet April 11 Ord May 22.  
 TURTIN, WALTER HARRY, Abingdon, Berks, Brewer Oxford Pet May 30 Ord May 20.  
 WILLOUGHBY, THOMAS, Redruth, Cornwall, Builder Truro Pet May 23 Ord May 23.

#### RECEIVING ORDER RESCINDED.

HARRIS, H. G. BENVENUTO, York st, Portman sq, Doctor of Medicine High Court Rec Ord April 17 Rec May 20

#### SALES OF ENSUING WEEK.

JUNE 3.—MESSRS. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Investments (see advertisement, this week, p. 4).

JUNE 4.—MESSRS. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Reversions, Policies, and Shares (see advertisement, this week, p. 4).

JUNE 5.—MESSRS. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold Investments and Leasehold Dwellings-houses (see advertisement, this week, p. 520).

*The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 5s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

*Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.*

*All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.*

**MONEY.**—Householders or Lodgers desirous of obtaining immediate Advances upon their Furniture or other negotiable security are invited to call at the offices of the CONSOLIDATED COMPANY, 43, Great Tower-street, E.C., and arrange; Bills of Sale and Executions paid out; no fees; the full sum advanced without deduction; an old-established and genuine firm.—Address, MANAGER.

Just published, Fourth Edition, Enlarged to 100 pp.

**THE "HISTORICAL" GROUNDS  
OF THE LAMBETH JUDGMENT,**  
Examined by J. T. TOMLINSON,  
WITH FACSIMILES OF THE PRINCIPAL PICTURES.

Price 6d.; Postage 1d.  
London: SHAW, 48, Paternoster-row.

#### PROBATE VALUATIONS

#### JEWELS AND SILVER PLATE, &c.

SPINK & SON, Goldsmiths and Silversmiths, 1 and 2, GRACECHURCH-STREET, CORNHILL, LONDON, E.C., beg respectfully to announce that they ACCURATELY APPRAISE the above for the LEGAL PROFESSION or PURCHASE the same for cash if desired. Established 1772.

Under the patronage of H.M. The Queen and H.S.H. Prince Louis of Battenberg, K.C.B.

#### REEVES & TURNER, LAW BOOKSELLERS AND PUBLISHERS.

*Libraries Valued or Purchased.*

A Large Stock of Second-hand Reports and Text-book always on Sale.

#### 100, CHANCERY LANE & CAREY STREET.

Just published, demy 8vo, cloth, price 10s.; or for cash, 8s.

#### THE WINDING-UP OF COMPANIES

BY THE COURT; containing the Acts and Rules and the Cases thereon, and Forms: with explanatory Notes and References to the Cases and Practice in Bankruptcy. By SIDNEY WOOLF, one of Her Majesty's Counsel, assisted by RICHARD RINGWOOD, Barrister-at-Law.

REEVES & TURNER, Law Publishers, 100, Chancery-lane.

Price 1s., post-free.

#### DEAFNESS: Its Treatment by Massage.

(Hommel's Method) Bath and Remedial Agents, with cases of nervous deafness. By R. T. COOPER, M.A., M.D. London: James Egan & Co., 170, Piccadilly, and 48, Threadneedle-street.

Price 2s. 6d., post-free.

ON FISTULA, and its Radical Cure by Medicines. By J. COMPTON BURNETT, M.D. London: James Egan & Co., 48, Threadneedle-street, and 170, Piccadilly.

#### REVERSIONS, ANNUITIES, LIFE INTERESTS, LIFE POLICIES, &c.

MESSRS. H. E. FOSTER & CRANFIELD (successors to Marsh, Milner, & Co.), Land and Reversion Valuers and Auctioneers, may be consulted upon all questions appertaining to the above interests. Their Periodical Sales (established by the late Mr. H. E. Cranfield in 1843) occur on the First Thursday in each Month throughout the year, and are the recognised medium for realizing this description of property. Advances made, if required, pending completion, or permanent mortgages negotiated.—Address, 6, Poultry, London, E.C.

MR. UTTLEY, Solicitor, continues to rapidly and successfully PREPARE CANDIDATES, orally and by post, for the SOLICITORS' and BAR PRELIMINARY, INTERMEDIATE, and FINAL, and LL.B. Examinations. Terms from 21 ls. per month. MANY PUPILS HAVE TAKEN HONOURS.—For further particulars, and copies of "Hints on Stephen's Commentaries" and "Hints on Criminal Law," address, 17, Brasenose-street, Albert-square, Manchester.

LAW.—Great Saving.—Abstracts Copied at Sixpence per sheet; Drafts, Costs, and Briefs One Penny per folio; Deeds Engrossed Three Half-pence per folio net.—KEER & LANHAM, 3, Chichester-rows, by 84, Chancery-lane, W.C.

SOLICITORS and Others will find excellent Cheap Offices to be Let, either singly or in pairs, at New Stone-buildings, Chancery-lane; accessible position close to the Law Courts and Her Majesty's Patent Office; electric light and hall porter.—Apply, COLLECTOR'S OFFICE, 63, Chancery-lane.

RESIDENT PATIENTS.—A List of Medical Men in all parts willing to receive into their homes Resident Patients, together with a full description of the accommodation offered, terms, &c., can be had without charge from Mr. G. B. STOCKER, 8, Lancaster-place, Strand W.C.

#### EDE AND SON,

#### ROBE MAKERS,

BY SPECIAL APPOINTMENT  
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

#### ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.  
Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1689.

94, CHANCERY LANE, LONDON.

**SALES BY AUCTION FOR THIS YEAR 1891.**  
**M**ESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advocons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:-

Tuesday, June 2	Thursday, July 3	Tuesday, Aug 18
Tuesday, June 9	Tuesday, July 7	Tuesday, Aug 25
Tuesday, June 16	Tuesday, July 14	Tuesday, Oct 6
Friday, June 19	Tuesday, July 21	Tuesday, Oct 20
Tuesday, June 23	Tuesday, July 28	Tuesday, Nov 3
Tuesday, June 25	Tuesday, Aug 4	Tuesday, Nov 17
Tuesday, June 30	Tuesday, Aug 11	Tuesday, Dec 8

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes of Furniture, Pictures, Farming Stock, Timber, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 50, Cheapside, London, E.C. Telephone No. 1,503.

**M**ESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST OF ESTATES AND HOUSES TO BE SOLD OR LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property, and Investments generally, is published on the first day of each month and may be obtained, free of charge, at their offices, 50, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

Landed Estate, ten miles from London, and within a quarter of a mile of the Sidcup Station.—With possession.—To merchants, bankers, landed proprietors, land companies, and others.—Unusual opportunity of acquiring an extensive and beautiful Freehold Residential Estate, situated in the delightfully picturesque locality of the Crays, close to Lamorbey Church, and about two miles from New Eltham and Bexley Stations. This eligible property comprises an excellent Tudor residence, occupying a well-situated position on high ground in the centre of a small, well-timbered park, and approached from two sides, one with a lodge entrance, by long carriage drives, and well sheltered on the east and west from winds, containing porch, vestibule, outer and inner halls, handsome oak staircase, secondary ditto, double drawing room, dining room, library, conservatory, morning and housekeeper's rooms, six principal bed chambers, dressing and bath rooms, night and day nurseries, servants' bed rooms, &c., together with ample and well-planned domestic offices, dairy, and extensive cellarage; also, at a convenient distance from the residence, well-arranged, first-class stabling, coach-houses, harness and men's rooms, loft and granary, farm buildings, with cow sheds, pigeries, farm stable, &c. The pleasure grounds surrounding the mansion are extensive, extremely picturesque, and planted with fine beech-trees, yews, laurels, cedar, hollies, and flowering shrubs. There is a well-kept lawn, with summerhouse, also walled kitchen gardens, vineeries, greenhouses, melon pits, stockyard, &c., the whole being surrounded by a small, beautifully-timbered park and arable and wood lands, in a ring fence, intersected by a small stream, comprising in all some 225 acres, a considerable portion of which possesses extensive frontages to capital roads, offering important and valuable building sites for the erection of gentlemen's residences without in any way depreciating the value of "The Hollies" and surrounding park as a residential estate.

**M**ESSRS. FULLER & FULLER are favoured with instructions to OFFER FOR SALE BY AUCTION, at the MART, Tokenhouse-yard, Lombury, London, E.C., on MONDAY, JUNE 2nd, 1891, at TWO o'clock precisely [unless previously disposed of by private treaty], the above very valuable and unusually choice FREEHOLD RESIDENTIAL ESTATE, distinguished as "The Hollies," Halfway-street, Bexley, Kent.

Particulars, with views, plans, and conditions of sale, may be obtained at the Mart; of Messrs. Sayle, Carter, & Co., Solicitors, 35, Queen Victoria-street, E.C.; or (with orders to view) of the Auctioneers, at 70, Queen-street, Cheapside, London, E.C. (Telephone No. 1,692.)

#### NOTTING HILL, W.

By order of the Trustee under the will of the late W. W. Chadwick, Esq.—To Investors, Capitalists, Trustees, &c.—Valuable Freehold Ground-rents, £414 per annum.

**M**ESSRS. CHADWICK will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY, JUNE 9th, 1891, at TWO p.m., in several Lots, valuable FREEHOLD GROUND-RENTS, £414 per annum, secured upon Nos. 1, 2, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, and 30, Kensington-park-road; Nos. 45, 47, 49, 51, 53, 55, 57, 59, Pembridge-road; Nos. 1, 3, and 5, the Sun-in-Splendour public-house, 9, 11, and 13, Portobello-road; and 11 sets of stabling, Lonsdale-yard, Notting-hill, with early reversions to the valuable rack-rents, estimated at about £3,000 per annum, in from 22 to 50 years.

For particulars of sale apply to Messrs. Chadwick, Land Agents and Surveyors, 17, Parliament-street, S.W.; Messrs. Finch & Turner, Solicitors, 84, Cannon-street, E.C.; or at the Mart, E.C.

**4. LINCOLN'S-INN-FIELDS.**—Suite of Five Large Loft, Light Offices to be Let, First Floor; capable of division; overlooking gardens.—Apply to HALL FOXON on the premises, or at Collector's Office, 65, Chancery-lane.

**SALES FOR THE YEAR 1891.**  
 Telephone, No. 1,690.—Telegraphic address,  
 "Akbar, London."

**M**ESSRS. BAKER & SONS beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Reversions, Shares, and other Properties, will be held at the MART, Tokenhouse-yard, E.C., on the following FRIDAYS during the year 1891:—

June 5	July 17	October 2
June 12	July 24	October 23
June 19	July 31	November 13
June 26	August 21	November 27
July 3	September 4	December 11
July 10	September 18	

Auctions can be held on other days besides those above specified.—No. 11, Queen Victoria-street, E.C.

By direction of Trustees and others.—Wimbledon, Canning Town, Harlesden, Lincoln's-inn-fields, Acton, and Fulham.

**M**ESSRS. BAKER & SONS will SELL by AUCTION the following excellent INVESTMENTS:—

At the MART, on FRIDAY, JUNE 5, at TWO.

#### WIMBLEDON.

In Two Lots.—A portion of the Blagden Farm Estate, in the parishes of Kingston-on-Thames and Malden, Surrey, midway between Raynes-park and Coombe and Malden Stations, and nine miles from Charing-cross, comprising 28½ acres of freehold park-like suburban land, having extensive frontages to the main road and to Burlington-road, fully ripe for development and affording choice residential sites.—Vendor's Solicitors, Messrs. Guscoote, Wadham, & Daws, 18, Essex-street, Strand.

#### CANNING TOWN.

In One Lot.—The Canning Town Estate, West Ham, comprising about eight acres of freehold building land, situate fronting on the Beckton-road, five minutes from Canning Town Station of Great Eastern Railway. It possesses extensive frontages to Beckton-road, Butcher's Edge-lane, and Fife-road, is fully ripe for immediate and lucrative development, or re-sale in plots.—Vendor's Solicitors, Messrs. Gustavus Thompson & Son, Devereux-chambers, Strand, W.C.

#### HARLESDEN.

At a nominal reserve only.—Well-built Residence, known as Craven House, Craven Park, 10 minutes from Willesden Junction, at the corner of the main Harrow-road and the old Harrow-road, containing three reception and six bed-rooms, bath room, offices, &c. Large garden. In occupation of vendor, but of rental value of £100 per annum. Unexpired term 85 years. Ground-rent £16 per annum. It is admirably adapted for the occupation of a physician, surgeon, or other professional man.—Vendor's Solicitors, Messrs. Hurford & Taylor, 5, Furnival's-inn, E.C.

#### LINCOLN'S INN FIELDS.

Freehold House, No. 6, Portsmouth-place (formerly known as No. 6, Bear-yard), containing eight rooms. Let for eighteen years unexpired, at £60 per annum.—Vendor's Solicitors, Messrs. Hurford & Taylor, 5, Furnival's-inn, E.C.

#### ACTON.

At a nominal reserve.—By direction of the Trustee under the will of the late Henry Joel Emmanuel, Esq.—Freehold Building Property, known as the Priory Place Estate, comprising the site of the old mansion, with pleasure grounds, gardens, and paddock, in all about 21 acres of nicely-timbered land, placed on high ground, commanding extensive views, adjoining the town of Acton, immediately opposite the station of Great Western Railway. It possesses frontages of about 1,700ft. to main roads, and is fully ripe for immediate and lucrative development, either by resale in plots or creation of ground-rents.—Vendor's Solicitor, H. C. Wilkins, Esq., Chipping Norton.

#### FULHAM.

In Lots.—Four capital Dwelling Houses, Nos. 96, 98, 100, and 102, Harrow-road (one minute from Walham-green Station of District Railway). Let on repairing leases and agreements to responsible tenants, at rentals of £26 to £40 per annum. Leasehold for 96 years unexpired, at low ground-rents.—Vendor's Solicitor, James White, Esq., Bank-buildings, Ludgate-circus, E.C.

Particulars may be had of the respective Solicitors, and of the Auctioneers, 11, Queen Victoria-street, E.C.

#### HAMPSTEAD.

By order of the Trustee under the will of the late Henry Joel Emmanuel, Esq.—Commodious Family Residence, known as No. 25, Roslyn-hill, Haverstock-hill, fronting the main road, in a most convenient and proverbially healthy situation, within an easy walk of the Heath and three railway stations, containing seven bed rooms, dressing room, well-planned reception rooms, and large garden. Held for about 58 years unexpired, at £12 ground-rent. To be SOLD by AUCTION at the MART by EDMUND ROBINS & HINE (of 5, Waterloo-place, Pall-mall), on MONDAY, JUNE 15.

Particulars of Messrs. Booty & Bayliffe, Solicitors, 1, Raymond-buildings, Gray's-inn, W.C., or with orders to view, of the Auctioneers.

**S**TIMSON'S LIST OF PROPERTIES for SALE for the present month contains 2,000 investments and can be had free, or by post for 1 stamp. Particulars inserted without charge. It is the recognized medium for selling or purchasing property by private contract.—Mr STIMSON, Auctioneer, 2, New Kent-road, S.E.

**MR. B. A. REEVES, LAND AGENT and SURVEYOR.** LONSDALE CHAMBERS, 27, CHANCERY-LANE, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on Moderate terms. The Management of Property and Collection of Rents undertaken.

**M**ESSRS. ROBT. W. MANN & SON,

SURVEYORS, VALUERS,

AUCTIONEERS, HOUSE AND ESTATE AGENTS, (ROBT. W. MANN, F.S.I., THOMAS B. RANSOM, J. BAGSHAW MANN, F.S.I.),

12, Lower Grosvenor-place, Eaton-square, S.W., and 32, Lowndes-street, Belgrave-square, S.W.

#### THE

**NATIONAL PROVINCIAL TRUSTEES AND ASSETS CORPORATION, LIMITED,**

Is prepared to act as TRUSTEE for DEBENTURE HOLDERS, and to receive proposals for LOANS, the PURCHASE of ASSETS and the ISSUE of SHARES in sound COMMERCIAL UNDERTAKINGS, or of GUARANTEEING DEBENTURES and other SECURITIES.

CHARLES NORRIS, Secretary.

Office, 11, Queen Victoria-street, London, E.C.

**LONDON and UNIVERSAL BANK, Limited.**

449, Strand, Charing-cross, London, S.W.

Authorised Capital, £1,000,000.

Reserve Fund, £2,170,000.

Current Accounts Opened.

The Attention of Solicitors is drawn to the fact that both permanent and temporary Advances are made upon securities, such as Reversions, Equitable Charges, and other tangible securities.

#### INTEREST ALLOWED ON DEPOSITS:

At one month's notice ..... £4 per cent.

At three months' notice ..... £5 per cent.

For one, two, or three years certain ..... £6 per cent.

Interest paid quarterly.

Balance-sheet, with full particulars, forwarded on application.

W. J. COCKS, Manager.

**IMPERIAL FIRE INSURANCE COMPANY.**

Established 1803.

1, Old Broad-street, E.C., and 22, Pall Mall, S.W.

Subscribed Capital, £1,200,000; Paid-up, £300,000.

Total Invested Funds over £1,800,000.

E. COZENS SMITH,

General Manager.

**SUN FIRE OFFICE, London, E.C.**

Established 1710. The Oldest purely Fire

Home and Foreign Insurances.

LAW COURTS BRANCH,

40, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager,

from whom can be obtained Proposal Forms, Prospectuses, and all further information.

**PHOENIX FIRE OFFICE, 19, LOMBARD STREET, and 57, CHARING-CROSS, LONDON.**

Kettsfield 1752.

Lowest Current Rates.

Liberal and Prompt Settlements.

Assured free of all Liability.

Electric Lighting Rules supplied.

W. C. MACDONALD, Joint

F. B. MACDONALD, Secretaries.

**MORTGAGE INSURANCE CORPORATION (Limited).**

88, Cannon-street, E.C.

Subscribed Capital £15,000.

Mortgages, Debentures, and Bank Deposits insured

Deposits received for Capital Redemption.

T. Y. STRACHAN,

General Manager.

#### REVERSIONS.

**LAW REVERSIONARY INTEREST SOCIETY (Limited).**

24, LINCOLN'S INN FIELDS, W.C.

Chairman—Edward James Bevir, Esq., Q.C.

Deputy-Chairman—The Rt. Hon. Henry Cecil Raikes, M.P.

Reversions and Life Interests Purchased. Immediate and Deferred Annuities granted in exchange for Reversionary and Contingent Interests.

Loans may also be obtained on the security of Reversions.

Annuities, Immediate, Deferred, and Contingent, and also Endowments granted on favourable terms.

Prospectuses and Forms of Proposal, and all further information, may be had at the office.

C. B. CLABON, Secretary.

ON,

TS,

SHAW

and

AND

URE

the

S in

AN-

Y.

K,

both  
uri-  
ther

pli-

r.

M-

.

C.

ire

es,

D-

.

L-

d

T

?

c

;

i

;